Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number: /

Filing at a Glance

Company: The Lafayette Life Insurance Company

Product Name: LTC-WL20 G, LTC-WL20U G, SERFF Tr Num: LAFA-126688025 State: Arkansas

LTC-UL20 G, LTC-UL20U G

TOI: LTC06 Long Term Care - Other SERFF Status: Closed-Approved State Tr Num: 46016 Sub-TOI: LTC06.000 Long Term Care - Other Co Tr Num: State Status: Closed

Filing Type: Form Reviewer(s): Marie Bennett, Harris

Shearer

Author: Tesha Wilburn Disposition Date: 07/26/2010
Date Submitted: 06/22/2010 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 05/18/2010

Requested Filing Mode: Informational Domicile Status Comments:

Explanation for Combination/Other: Market Type: Individual

Submission Type: New Submission Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 07/26/2010 Explanation for Other Group Market Type:

State Status Changed: 07/26/2010

Created By: Tesha Wilburn

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Tesha Wilburn

Filing Description: June 22, 2010

Department of Insurance State of Arkansas

RE: INDIVIDUAL LIFE FORM FILING SUBMISSION

Long Term Care Riders (LTC):

LTC-WL20 G & LTC-WL20U G

LTC-UL20 G & LTC-UL20U G

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number:

The Lafayette Life Insurance Company, NAIC: 65242, FEIN: 35-0457540

Enclosed for your files are duplicate copies of the above-captioned individual life insurance riders. These rider forms, which were approved in your state on 3/7/02 and 3/12/02, are being forwarded to you in order to change the adjusted dollar amounts pertaining to the monthly benefit for long term care facility and monthly benefit for the adult day care and the maximum payout in the termination provision so that such amounts reflect the maximum benefit allowed in accordance with the Internal Revenue Code¬¬¬. Stated differently, when the riders were initially filed, the benefits stated in the forms were the then current benefits allowed under the Internal Revenue Code. The benefits amounts, then allowed under the Internal Revenue Code, have since changed, thus allowing for a greater benefit under the riders. The noted changes in the amounts in the riders are intended to reflect the change in the Internal Revenue Code. This adjustment is to the benefit of the policyholders. Please note that the adjusted dollar amounts have been made variable, so as to allow for future benefit amounts in the event such amounts are changed under the Internal Revenue Code. These variable adjustments were approved for use in our domiciliary state, Indiana, on 5/18/2010.

We plan to adopt the new amounts effective June 7, 2010 (or date approved for use by your state, if later). The riders issued prior to June 7, 2010 will continue with the amounts as issued.

More specifically, please see the bullets below for a more detailed explanation of the adjusted variable dollar amounts.

LTC-WL20, LTC-WL20U, LTC-UL20 & LTC-UL20U

Enclosed for your files are redlined copies of the individual life insurance riders, which display the adjusted variable dollar amounts.

- Monthly Benefit for confinement in a Long Term Care Facility or receiving services from a Home Health Care Agency in the Amount of Monthly Long Term Care Benefit provision, found on page 3 of the rider(s), from \$5,000.00 to {\$8,700.00}.
- Monthly Benefit for the Adult Day Care in the Amount of Monthly Long Term Care Benefit provision, found on page 4 of the rider(s), from \$2,500.00 to {\$4,350.00}.
- Maximum Payout in the Termination provision, found on page 5 of the rider(s), from \$180,000 to (\$313,200).
- The Maximum Specified Amount to which the Rider can apply in the Cost of Insurance provision, found on page 4 of the Universal Life rider(s), from \$250,000.00 to {\$435,000}.

Please note although the below-captioned Policy documents are not enclosed, the following identifies the corresponding adjustments that will be made to the Policy documents.

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number: /

Outline of Coverage

• Maximum Payout in the Terms Under Which The Rider May Be Continued In Force or Discontinued provision, from \$180,000 to {\$313,200}.

- Monthly Benefit for confinement in a LTC Facility or receiving services from a Home Health Care Agency in the Long Term Care Benefit provision, from \$5,000.00 to {\$8,700.00}.
- Monthly Benefit for the Adult Day Care in the Long Term Care Benefit provision, from \$2,500.00 to {\$4,350.00}.
- Maximum Payout in the Termination of Benefits provision, from \$180,000 to {\$313,200}.
- Maximum amount of Basic Amount for the Whole Life (Specified Amount for Universal Life) of the policy to which the rider can apply, from \$250,000 to {\$435,000}.

Long Term Care Rider Policy Summary

- Monthly Benefit for confinement in a LTC Facility or receiving services from a Home Health Care Agency in the Benefit Amount, from \$5,000 to {\$8,700}.
- Monthly Benefit for the Adult Day Care in the Benefit Amount provision, from \$2,500 to {\$4,350}.
- Maximum Payout in the Benefit Amount provision, from \$180,000 to (\$313,200).
- Residual death benefit after the Rider terminates, from \$70,000 to {\$121,800}.

Advertising Forms 2058

- Monthly Benefit for confinement in a LTC Facility or receiving services from a Home Health Care Agency in the LTC Facility or a Home Health Care Agency Benefit provision, from \$5,000 to {\$8,700}.
- Monthly Benefit for the Adult Day Care in the Adult Day Care Benefit provision, from \$2,500 to {\$4,350}.
- Maximum Payout in the Total Benefit provision, from \$180,000 to {\$313,200}.

No other changes have been made in the text of the above, and consequently, the form numbers have not been changed.

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number: /

As always, we look forward to hearing from you at your earliest convenience and thank you for your time and consideration in reviewing this submission.

Sincerely,

Tesha Wilburn

Compliance Analyst

Email: Tesha.Wilburn@llic.com Telephone: 765-477-3327

Company and Contact

Filing Contact Information

Tesha Wilburn, Legal Asst/Compliance Analyst tesha.wilburn@llic.com 1905 Teal Rd 765-477-3328 [Phone] Lafayette, IN 47905 765-477-3212 [FAX]

Filing Company Information

The Lafayette Life Insurance Company CoCode: 65242 State of Domicile: Indiana

PO Box 7007 Group Code: 836 Company Type: Life and Annuity

Lafayette, IN 47903 Group Name: State ID Number:

(800) 443-8793 ext. 3417[Phone] FEIN Number: 35-0457540

Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

SERFF Tracking Number: LAFA-126688025 State: Arkansas

Filing Company: The Lafayette Life Insurance Company State Tracking Number: 46016

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number:

The Lafayette Life Insurance Company \$0.00 06/22/2010

The Lafayette Life Insurance Company \$200.00 07/15/2010 38011908

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

 $LTC\text{-}WL20\;G,\; LTC\text{-}WL20U\;G,\; LTC\text{-}UL20\;G,\; LTC\text{-}UL20U\;G$ Product Name:

Project Name/Number:

Correspondence Summary

Dispositions

Approved

Created On Date Submitted Status Created By

Marie Bennett **Objection Letters and Response Letters**

Objection Letters Response Letters

Status Created By Created On Date Submitted **Responded By Date Submitted Created On**

07/26/2010

07/26/2010

Tesha Wilburn Marie Bennett 07/12/2010 Pending 07/12/2010 07/15/2010 07/15/2010

Industry Response

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number: /

Disposition

Disposition Date: 07/26/2010

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number:

TOI: LTC06.000 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		Yes
Supporting Document	Outline of Coverage		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	LTC-WL20 G, LTC-WL20U G, LTC-UL20)	Yes
	G, LTC-UL20U G redline		
Form	Long Term Care Rider		Yes
Form	Long Term Care Rider		Yes
Form	Long Term Care Rider		Yes
Form	Long Term Care Rider		Yes

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07/12/2010 Submitted Date 07/12/2010

Respond By Date Dear Tesha Wilburn,

This will acknowledge receipt of the captioned filing.

Objection 1

- Long Term Care Rider, LTC-WL20 G (Form)
- Long Term Care Rider, LTC-WL20U G (Form)
- Long Term Care Rider, LTC-UL20 G (Form)
- Long Term Care Rider, LTC-UL20U G (Form)

Comment: EFFECTIVE 1/1/10. AR RULE 57, SEC 5, SSEC 11, REQUIRES A FILING FEE OF \$50.00 PER ADVERTISEMENT AND/OR FORM.

Please feel free to contact me if you have questions.

Sincerely,

Marie Bennett

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20U G

Project Name/Number: /

Response Letter

Response Letter Status Submitted to State

Response Letter Date 07/15/2010 Submitted Date 07/15/2010

Dear Harris Shearer,

Comments:

I am writing in response to your objection letter dated 7/12/10.

Response 1

Comments: Please note that the filing fees have been submitted for this filing.

Related Objection 1

Applies To:

- Long Term Care Rider , LTC-WL20 G (Form)
- Long Term Care Rider , LTC-WL20U G (Form)
- Long Term Care Rider, LTC-UL20 G (Form)
- Long Term Care Rider , LTC-UL20U G (Form)

Comment:

EFFECTIVE 1/1/10. AR RULE 57, SEC 5, SSEC 11, REQUIRES A FILING FEE OF \$50.00 PER ADVERTISEMENT AND/OR FORM.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

As always, thank you for taking the time to review this filing.

Sincerely,

Tesha Wilburn

Company Tracking Number:

TOI: LTC06.000 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number: /

Form Schedule

Lead Form Number: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G								
Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment		
Status	LTC-WL20 G	Policy/Cont Long Term Care ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.000	WL LTC Rider.pdf		
	LTC- WL20U G	Policy/Cont Long Term Care	Initial		52.000	Unisex WL LTC Rider.pdf		
	LTC-UL20 G	Policy/Cont Long Term Care ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.000	UL LTC Rider.pdf		
	LTC- UL20U G	Policy/Cont Long Term Care ract/Fratern Rider al Certificate:	Initial		52.000	U UL LTC Rider.pdf		

SERFF Tracking Number: LAFA-126688025 State: Arkansas

Filing Company: The Lafayette Life Insurance Company State Tracking Number: 46016

Company Tracking Number:

TOI: LTC06.000 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number: /

Amendmen t, Insert Page,

Endorseme nt or Rider

The Lafayette Life Insurance Company

Home Office located at 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903 (Hereafter called: We, Our or Us)

LONG TERM CARE RIDER

Caution: The issuance of this Long Term Care Rider is based upon responses to the questions on your Policy application. A copy of your application is attached to your Policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If for any reason, any of your answers are incorrect, contact the Company at this address: 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903.

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. You should contact your personal legal, tax, or investment advisor for advice regarding the tax consequences of this rider. Please see page 6 "Tax Treatment" for more information.

We agree to pay the Owner the Monthly Long Term Care Benefit provided by this rider when we receive due proof at our home office of the Insured's Chronic Illness and confinement in a Long Term Care Facility, or receipt of professional services in the Insured's own home from a Home Health Care Agency, or in Adult Day Care, subject to the terms and conditions of this Rider.

30 DAY RIGHT TO RETURN

If you are not satisfied for any reason, you may cancel this Rider by delivering or mailing a written notice to us before midnight of the thirtieth day after the day you receive it. Notice given by mail is effective upon being postmarked, properly addressed and postage prepaid. We must return all payments made for this Rider within thirty days after we receive notice of cancellation and the returned Rider.

DEFINITIONS

The terms used in this Rider shall have the same meanings as are set forth in the Policy to which this Rider is attached unless otherwise defined in this Rider.

Activities of Daily Living --

- Dressing Getting clothes from closet and drawers, dressing self, including fasteners, braces and prosthesis;
- 2. Eating Getting food and drink into the body for nourishment; includes cutting meat, buttering bread, using fingers or utensils;
- Toileting Moving self to bathroom when urge to void occurs, arranging clothes, transferring to toilet, cleansing self, transferring off toilet, rearranging clothes, washing hands, and moving out of bathroom;
- 4. Transferring from bed to chair;
- Maintaining continence Recognizing the urge to void in time to get to the toilet and not have an accident: and
- Bathing Turning on water faucets, setting temperature and water level, transferring into tub or shower, washing the whole body, transferring out of tub or shower, drying off completely and emptying tub.

Annual Date

The same date each year as the Rider's effective date.

Adult Day Care

A program for six (6) or more individuals, of social and health related services, provided during the day in a community group setting for the purpose of supporting frail, impaired, elderly or other adults with disabilities who can benefit from care in a group setting outside the home.

Chronic Illness

An illness or sickness which causes an individual to be unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or a similar level of disability (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services); or that requires substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment such as Alzheimer's disease. In addition, such individual must have been certified within the preceding 12-month period by a Licensed Health Care Practitioner as meeting the requirements of the preceding sentence. Chronically III Individual is an individual who has a Chronic Illness.

Home Health Care Agency

- (1) An entity which provides home health care services and has an agreement to act as a provider of home health care services under the Medicare program or is licensed or accredited by state law as a Home Health Care Agency; or
- (2) A Nurse, as defined by this Rider.

Hospital

A "hospital" means a place which meets all of the following requirements:

- 1. Located in the United States;
- 2. Licensed as a hospital by the state in which it is located; and
- 3. Operating within the scope of its license.

Immediate Family

Parents; spouse; siblings; children, including natural, adopted, step, son-in-law and daughter-in-law.

Insured

The Insured is the person shown as the Insured on page 3 of the Policy.

Licensed Health Care Practitioner

Any Physician, Nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long Term Care Facility

A facility, or that part of one, which:

- 1. Is licensed by the jurisdiction in which it is located;
- 2. Is engaged in providing, in addition to room and board accommodations, nursing care and related services on a continuing inpatient basis to 6 or more individuals;

- 3. Is supervised by a Registered Nurse;
- Provides, on a formal prearranged basis, a Nurse who is on duty or on call at all times;
- Has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- 6. Maintains a clinical record of each patient.

It may be a distinct part of a hospital or other institution. It is NOT a place that is primarily used for:

- rest;
- the care and treatment of mental diseases or disorders, drug addiction, or alcoholism;
- day care;
- educational care; or
- a retirement home or community living center.

Medically Appropriate

Care and services pursuant to a treatment plan which is either:

- (1) Necessary and appropriate for the treatment of a Chronic Illness in accordance with accepted current medical practice; or
- (2) Required because of the Insured's inability to perform at least two of the six Activities of Daily Living.

Before we can determine whether the care and services received are Medically Appropriate, we must receive a copy of the treatment plan. If possible, the Insured's physician should submit a copy of the treatment plan to us prior to the time care and services are received. The treatment plan must be received by us no later than the time the first claim under such treatment plan is submitted. A treatment plan prescribed, ordered, recommended or approved by a physician who has a financial interest in the facility, agency, center or provider administering such plan may not be considered Medically Appropriate.

Monthly Date

The same date each month as the effective date of the Rider.

Nurse

- 1. A Registered Nurse (RN);
- 2. A Licensed Practical Nurse (LPN); or
- 3. A Licensed Vocational Nurse (LVN).

Physician

A person who is legally licensed by the state in which he practices medicine and performs surgery as a doctor of medicine (M.D.) or as a doctor of osteopathy (D.O.). Physician shall not include

you, the Insured, or a member of your or the Insured's immediate family.

Pre-Existing Condition

- A Chronic Illness for which medical advice or treatment was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider; or
- Medically necessary care or service which was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider;

Sickness

An illness or disease.

Waiting Period

The number of days of continuous Chronic Illness requiring confinement in a Long Term Care Facility, or professional services from a Home Health Care Agency, or enrollment in Adult Day Care needed to qualify for benefits. The Waiting Period is 90 days. Benefits will not be paid during this period but will be retroactively paid upon completion of the period.

You, Your

The owner of the Policy as shown in the application, unless subsequently changed as provided for in the Policy.

LONG TERM CARE BENEFIT

We will pay the Long Term Care Benefit on the Monthly Date which next follows the conclusion of each 30 day period during which the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency or at an Adult Day Care if:

- We are provided evidence satisfactory to us that the Insured is suffering from a Chronic Illness (We may require periodic recertification that the Insured is suffering from a Chronic Illness, but not more frequently than once every 90 days);
- We are provided evidence satisfactory to us that the treatment is Medically Appropriate (We may require periodic recertification that the treatment continues to be Medically Appropriate, but not more frequently than once every 90 days);
- The Company is provided with a second certification satisfactory to it, from a

Physician of its choice, indicating that the Insured is suffering from a Chronic Illness and confirming that the treatment plan is Medically Appropriate. This examination shall be done at the Company's expense and shall be conclusive as to whether the Insured qualifies for receipt of a benefit under this Rider. The Company may, at its sole discretion, waive the requirement of a second certification;

- The Waiting Period requirement has been satisfied:
- 5. The Exclusions and Limitations do not apply;
- 6. The Pre-existing Condition Limitation does not apply; and
- 7. The confinement or services took place while this Rider was in force.

SUCCESSIVE PERIODS OF CONFINEMENT

Successive periods of confinement in a Long Term Care Facility or successive service periods provided by a Home Health Care Agency or Adult Day Care will be considered as a single period if such confinement or service:

- Occurs within 90 days of a prior confinement or service for which benefits were paid; and
- 2. Is due to the same or related causes as the prior confinement or services.

AMOUNT OF MONTHLY LONG TERM CARE BENEFIT

The Monthly Long Term Care Benefit payable for each month the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency will be:

 The lesser of {\$8,700} or 2% of the Basic Amount at the time the initial confinement or service begins

MINUS

 The reduction in the Policy indebtedness as a result of the payment of each Monthly Long Term Care Benefit.

The Monthly Long Term Care Benefit payable for each month the Insured receives services at an Adult Day Care will be:

LTC-WL20 G Page 3

 The lesser of {\$4,350} or 1% of the Basic Amount at the time the initial confinement or service begins

MINUS

 The reduction in the Policy indebtedness as a result of the payment of each Monthly Long Term Care Benefit.

Any amount deducted in determination of a Monthly Long Term Care Benefit as a result of indebtedness will be used to reduce the loan.

One-thirtieth (1/30th) of the monthly benefit will be paid for each day of a partial month where the Insured is confined in a Long Term Care Facility or is receiving services from a Home Health Care Agency or Adult Day Care.

EFFECT ON THE POLICY OF PAYMENT OF LONG TERM CARE BENEFITS

The following adjustments to the Policy will be made as of each Monthly Date on or following the payment of a Long Term Care Benefit:

- The Basic Amount will be reduced by the amount of the Long Term Care Benefit prior to any reduction for indebtedness.
- Current and future Guaranteed Cash Values will be reduced by multiplying their amount by the ratio of the Basic Amount AFTER the reduction for payment of the Monthly Long Term Care Benefit to the Basic Amount PRIOR to the reduction for payment of the Monthly Long Term Care Benefit.
- Any indebtedness will be reduced by multiplying the loan balance by the ratio of the Cash Value AFTER the reduction as a result of payment of the Monthly Long Term Care Benefit to the Cash Value PRIOR to the reduction as a result of payment of the Monthly Long Term Care Benefit.
- The remaining stated Premiums for the Policy will be based on the revised Basic Amount.

The Cash Value is defined in the Policy to include the cash value of any paid-up additions and any remaining dividend accumulations whereas the Guaranteed Cash Value is a tabular amount based only the the Basic Amount of the Policy. The Cash Value and Net Cash Value will continue to be calculated as described in the Policy.

An election of an accelerated benefit payment under any Accelerated Benefit Rider attached to this Policy will terminate this Rider.

PREMIUMS FOR THIS RIDER

The premiums for this Rider are shown on page 3 of the Policy.

WAIVER OF PREMIUM

For each month you receive a Monthly Long Term Care Benefit, we will waive the premium for the Policy to which this Rider is attached. This premium includes the premium for this Rider. We will stop waiving this amount on the first Monthly Date after the Long Term Care Benefits cease unless the Insured otherwise qualifies for waiver of premiums under the Waiver of Premium Benefit Rider and that rider is included in your Policy.

EXCLUSIONS AND LIMITATIONS

Benefits are not provided for confinement or services:

- Due to alcoholism, drug addiction or chemical dependency, unless as a result of medication prescribed by a Physician;
- 2. Due to intentionally self-inflicted injuries or attempt at suicide while sane or insane;
- For treatment, provided without cost to the Insured, in any facility contracted for or operated by the United States government;
- Due to mental, nervous, psychotic or psychoneurotic deficiencies or disorders without demonstrable organic disease; however, this rider WILL cover qualifying stays or services resulting from Alzheimer's disease, or similar forms of senility or senile dementia;
- Due to injury or sickness caused by war or any act of war, declared or undeclared;
- For any work related sickness or injury or for any treatment provided by Worker's Compensation;

LTC-WL20 G Page 4

- Resulting from committing or attempting to commit a felony; or
- 8. Outside the United States of America;

Pre-existing Condition Limitation

The Insured will not be eligible for Long Term Care Benefits due to confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care resulting from a Pre-Existing Condition if the confinement or services begin within six (6) months following the effective date of this Rider.

TERMINATION

This Rider will terminate on the earliest of the following dates:

- The date on which the Basic Amount has been reduced due to the payment of Long Term Care Benefits by the lesser of {\$313,200} or 72% of the Basic Amount as of the date the initial confinement or services began;
- 2. The date the Policy terminates except that benefits payable for confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care which began prior to termination will continue without interruption, but shall be limited to the maximum amount of monthly benefit available under the Rider and all other applicable provisions of this Rider;
- The date of death of the Insured except with respect to claims incurred prior to death:
- 4. The date a Nonforfeiture Option under the Policy becomes effective;
- 5. The date we receive your written request for termination of this Rider;
- The date we make payment to the Owner under any Accelerated Benefit Rider attached to this Policy.

LAPSE

This Rider is subject to the Grace Period provisions of the Policy. However, we shall provide notice of lapse or termination to you and to any person designated by you to receive such notice.

THE CONTRACT

In this Rider, "Policy" means the Policy in which you have requested that this rider be included. "Page 3" means page 3 of the Policy.

This Rider is issued in consideration of the application and the payment of premium as provided. The premiums for this Rider are shown on page 3 of the Policy.

INCONTESTABILITY

We may not contest this Rider except for failure to pay premiums. If the Policy to which this Rider is attached terminates as a result of rescission due to a misrepresentation during the contestable period, or for any other reason, this Rider shall also terminate.

MISSTATEMENT OF AGE, SEX OR SMOKING STATUS

If the Insured's age, sex or smoking status has been misstated, we will adjust all benefits to the amount which the premiums paid for the Rider would have purchased at the correct age, sex and smoking status.

RELIANCE

We have issued this Rider in reliance on the statements made in the application. These statements are representations and not warranties. No statement will cause this Rider to be rescinded or will be used in defense of a claim unless contained in a written application. Read the copies of the application for this Rider. If any statement is not true or complete, please tell us.

REINSTATEMENT

In the event of lapse of this Policy and Rider while the Insured is suffering from a Chronic Illness, this Policy and Rider shall be reinstated upon your request within five (5) months after Policy termination, upon proof of Chronic Illness as

LTC-WL20 G Page 5

defined in this Rider and the payment of all premium as required by the Policy to which this Rider is attached.

CLAIM FORMS

We will send claim forms to you when notice of claim is received. If we do not mail the claim forms within 15 calendar days, we will consider that you have complied with the requirement for written proof if you send us proof in writing describing the extent, occurrence and nature of the illness or disease as well as a copy of the required treatment plan.

NOTICE AND PROOF OF CLAIM

Written notice of a claim must be given to us at our home office within 91 days after the beginning of a confinement or service for which benefits are claimed. Written proof of covered confinement or services must be provided to us within one year of the period for which claim is made unless you are legally incapacitated and unable to provide proof sooner. No benefits will be paid in the absence of written proof of covered confinement or covered services. Benefits shall not be payable for a covered confinement or covered services provided more than one year before the date of our receipt of written proof of claim.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due promptly upon our acceptance of proof of a covered confinement or service. Thereafter, for the remainder of the period for which a Long Term Care Benefit is

payable, payments will be made on the Monthly Date.

PAYMENT OF CLAIMS

We will pay benefits to you. We will not honor an assignment of benefits. We will pay any benefit due upon or after the death of the Insured to the beneficiary, if living; otherwise in accordance with the terms of the Policy.

POLICY PROVISIONS

This Rider is considered to be attached to and made a part of the Policy. All provisions of the Policy will apply to this Rider unless noted herein. This Rider is non-participating.

CONFORMITY WITH STATE STATUTES

This Rider is governed by the laws of the state in which it was delivered. We amend this Rider to conform, on its effective date, to the minimum requirements of the state in which it is delivered.

TAX TREATMENT

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. However, we make no representations as to the actual tax status of this Rider, any benefits which may be received, or premiums paid. Neither Lafayette Life nor its representatives give legal, tax, or investment advice or interpretations of tax law. You should contact your personal legal, tax, or investment advisor for such advice.

Signed at Lafayette, Indiana on the Date of Issue.

Secretary

President & CEO

The Lafayette Life Insurance Company

Home Office located at 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903 (Hereafter called: We, Our or Us)

LONG TERM CARE RIDER

Caution: The issuance of this Long Term Care Rider is based upon responses to the questions on your Policy application. A copy of your application is attached to your Policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If for any reason, any of your answers are incorrect, contact the Company at this address: 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903.

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. You should contact your personal legal, tax, or investment advisor for advice regarding the tax consequences of this rider. Please see page 6 "Tax Treatment" for more information.

We agree to pay the Owner the Monthly Long Term Care Benefit provided by this rider when we receive due proof at our home office of the Insured's Chronic Illness and confinement in a Long Term Care Facility, or receipt of professional services in the Insured's own home from a Home Health Care Agency, or in Adult Day Care, subject to the terms and conditions of this Rider.

30 DAY RIGHT TO RETURN

If you are not satisfied for any reason, you may cancel this Rider by delivering or mailing a written notice to us before midnight of the thirtieth day after the day you receive it. Notice given by mail is effective upon being postmarked, properly addressed and postage prepaid. We must return all payments made for this Rider within thirty days after we receive notice of cancellation and the returned Rider.

DEFINITIONS

The terms used in this Rider shall have the same meanings as are set forth in the Policy to which this Rider is attached unless otherwise defined in this Rider.

Activities of Daily Living --

- Dressing Getting clothes from closet and drawers, dressing self, including fasteners, braces and prosthesis;
- 2. Eating Getting food and drink into the body for nourishment; includes cutting meat, buttering bread, using fingers or utensils;
- Toileting Moving self to bathroom when urge to void occurs, arranging clothes, transferring to toilet, cleansing self, transferring off toilet, rearranging clothes, washing hands, and moving out of bathroom;
- 4. Transferring from bed to chair;
- Maintaining continence Recognizing the urge to void in time to get to the toilet and not have an accident; and
- Bathing Turning on water faucets, setting temperature and water level, transferring into tub or shower, washing the whole body, transferring out of tub or shower, drying off completely and emptying tub.

Annual Date

The same date each year as the Rider's effective date.

Adult Day Care

A program for six (6) or more individuals, of social and health related services, provided during the day in a community group setting for the purpose of supporting frail, impaired, elderly or other adults with disabilities who can benefit from care in a group setting outside the home.

Chronic Illness

An illness or sickness which causes an individual to be unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or a similar level of disability (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services); or that requires substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment such as Alzheimer's disease. In addition, such individual must have been certified within the preceding 12-month period by a Licensed Health Care Practitioner as meeting the requirements of the preceding sentence. Chronically III Individual is an individual who has a Chronic Illness.

Home Health Care Agency

- (1) An entity which provides home health care services and has an agreement to act as a provider of home health care services under the Medicare program or is licensed or accredited by state law as a Home Health Care Agency; or
- (2) A Nurse, as defined by this Rider.

Hospital

A "hospital" means a place which meets all of the following requirements:

- 1. Located in the United States;
- 2. Licensed as a hospital by the state in which it is located; and
- 3. Operating within the scope of its license.

Immediate Family

Parents; spouse; siblings; children, including natural, adopted, step, son-in-law and daughter-in-law.

Insured

The Insured is the person shown as the Insured on page 3 of the Policy.

Licensed Health Care Practitioner

Any Physician, Nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long Term Care Facility

A facility, or that part of one, which:

- 1. Is licensed by the jurisdiction in which it is located;
- 2. Is engaged in providing, in addition to room and board accommodations, nursing care and related services on a continuing inpatient basis to 6 or more individuals;

- 3. Is supervised by a Registered Nurse;
- Provides, on a formal prearranged basis, a Nurse who is on duty or on call at all times;
- Has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- 6. Maintains a clinical record of each patient.

It may be a distinct part of a hospital or other institution. It is NOT a place that is primarily used for:

- rest;
- the care and treatment of mental diseases or disorders, drug addiction, or alcoholism;
- day care;
- educational care; or
- a retirement home or community living center.

Medically Appropriate

Care and services pursuant to a treatment plan which is either:

- (1) Necessary and appropriate for the treatment of a Chronic Illness in accordance with accepted current medical practice; or
- (2) Required because of the Insured's inability to perform at least two of the six Activities of Daily Living.

Before we can determine whether the care and services received are Medically Appropriate, we must receive a copy of the treatment plan. If possible, the Insured's physician should submit a copy of the treatment plan to us prior to the time care and services are received. The treatment plan must be received by us no later than the time the first claim under such treatment plan is submitted. A treatment plan prescribed, ordered, recommended or approved by a physician who has a financial interest in the facility, agency, center or provider administering such plan may not be considered Medically Appropriate.

Monthly Date

The same date each month as the effective date of the Rider.

Nurse

- 1. A Registered Nurse (RN):
- 2. A Licensed Practical Nurse (LPN); or
- 3. A Licensed Vocational Nurse (LVN).

Physician

A person who is legally licensed by the state in which he practices medicine and performs surgery as a doctor of medicine (M.D.) or as a doctor of osteopathy (D.O.). Physician shall not include

you, the Insured, or a member of your or the Insured's immediate family.

Pre-Existing Condition

- A Chronic Illness for which medical advice or treatment was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider; or
- Medically necessary care or service which was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider;

Sickness

An illness or disease.

Waiting Period

The number of days of continuous Chronic Illness requiring confinement in a Long Term Care Facility, or professional services from a Home Health Care Agency, or enrollment in Adult Day Care needed to qualify for benefits. The Waiting Period is 90 days. Benefits will not be paid during this period but will be retroactively paid upon completion of the period.

You, Your

The owner of the Policy as shown in the application, unless subsequently changed as provided for in the Policy.

LONG TERM CARE BENEFIT

We will pay the Long Term Care Benefit on the Monthly Date which next follows the conclusion of each 30 day period during which the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency or at an Adult Day Care if:

- We are provided evidence satisfactory to us that the Insured is suffering from a Chronic Illness (We may require periodic recertification that the Insured is suffering from a Chronic Illness, but not more frequently than once every 90 days);
- We are provided evidence satisfactory to us that the treatment is Medically Appropriate (We may require periodic recertification that the treatment continues to be Medically Appropriate, but not more frequently than once every 90 days);
- 3. The Company is provided with a second certification satisfactory to it, from a

Physician of its choice, indicating that the Insured is suffering from a Chronic Illness and confirming that the treatment plan is Medically Appropriate. This examination shall be done at the Company's expense and shall be conclusive as to whether the Insured qualifies for receipt of a benefit under this Rider. The Company may, at its sole discretion, waive the requirement of a second certification:

- The Waiting Period requirement has been satisfied:
- 5. The Exclusions and Limitations do not apply;
- 6. The Pre-existing Condition Limitation does not apply; and
- 7. The confinement or services took place while this Rider was in force.

SUCCESSIVE PERIODS OF CONFINEMENT

Successive periods of confinement in a Long Term Care Facility or successive service periods provided by a Home Health Care Agency or Adult Day Care will be considered as a single period if such confinement or service:

- Occurs within 90 days of a prior confinement or service for which benefits were paid; and
- 2. Is due to the same or related causes as the prior confinement or services.

AMOUNT OF MONTHLY LONG TERM CARE BENEFIT

The Monthly Long Term Care Benefit payable for each month the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency will be:

 The lesser of {\$8,700} or 2% of the Basic Amount at the time the initial confinement or service begins

MINUS

 The reduction in the Policy indebtedness as a result of the payment of each Monthly Long Term Care Benefit.

The Monthly Long Term Care Benefit payable for each month the Insured receives services at an Adult Day Care will be:

 The lesser of {\$4,350} or 1% of the Basic Amount at the time the initial confinement or service begins

MINUS

 The reduction in the Policy indebtedness as a result of the payment of each Monthly Long Term Care Benefit.

Any amount deducted in determination of a Monthly Long Term Care Benefit as a result of indebtedness will be used to reduce the loan.

One-thirtieth (1/30th) of the monthly benefit will be paid for each day of a partial month where the Insured is confined in a Long Term Care Facility or is receiving services from a Home Health Care Agency or Adult Day Care.

EFFECT ON THE POLICY OF PAYMENT OF LONG TERM CARE BENEFITS

The following adjustments to the Policy will be made as of each Monthly Date on or following the payment of a Long Term Care Benefit:

- The Basic Amount will be reduced by the amount of the Long Term Care Benefit prior to any reduction for indebtedness.
- Current and future Guaranteed Cash Values will be reduced by multiplying their amount by the ratio of the Basic Amount AFTER the reduction for payment of the Monthly Long Term Care Benefit to the Basic Amount PRIOR to the reduction for payment of the Monthly Long Term Care Benefit.
- Any indebtedness will be reduced by multiplying the loan balance by the ratio of the Cash Value AFTER the reduction as a result of payment of the Monthly Long Term Care Benefit to the Cash Value PRIOR to the reduction as a result of payment of the Monthly Long Term Care Benefit.
- The remaining stated Premiums for the Policy will be based on the revised Basic Amount.

The Cash Value is defined in the Policy to include the cash value of any paid-up additions and any remaining dividend accumulations whereas the Guaranteed Cash Value is a tabular amount based only the the Basic Amount of the Policy. The Cash Value and Net Cash Value will continue to be calculated as described in the Policy.

An election of an accelerated benefit payment under any Accelerated Benefit Rider attached to this Policy will terminate this Rider.

PREMIUMS FOR THIS RIDER

The premiums for this Rider are shown on page 3 of the Policy.

WAIVER OF PREMIUM

For each month you receive a Monthly Long Term Care Benefit, we will waive the premium for the Policy to which this Rider is attached. This premium includes the premium for this Rider. We will stop waiving this amount on the first Monthly Date after the Long Term Care Benefits cease unless the Insured otherwise qualifies for waiver of premiums under the Waiver of Premium Benefit Rider and that rider is included in your Policy.

EXCLUSIONS AND LIMITATIONS

Benefits are not provided for confinement or services:

- Due to alcoholism, drug addiction or chemical dependency, unless as a result of medication prescribed by a Physician;
- 2. Due to intentionally self-inflicted injuries or attempt at suicide while sane or insane;
- For treatment, provided without cost to the Insured, in any facility contracted for or operated by the United States government;
- Due to mental, nervous, psychotic or psychoneurotic deficiencies or disorders without demonstrable organic disease; however, this rider WILL cover qualifying stays or services resulting from Alzheimer's disease, or similar forms of senility or senile dementia;
- Due to injury or sickness caused by war or any act of war, declared or undeclared;
- For any work related sickness or injury or for any treatment provided by Worker's Compensation;

- Resulting from committing or attempting to commit a felony; or
- 8. Outside the United States of America;

Pre-existing Condition Limitation

The Insured will not be eligible for Long Term Care Benefits due to confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care resulting from a Pre-Existing Condition if the confinement or services begin within six (6) months following the effective date of this Rider.

TERMINATION

This Rider will terminate on the earliest of the following dates:

- The date on which the Basic Amount has been reduced due to the payment of Long Term Care Benefits by the lesser of {\$313,200} or 72% of the Basic Amount as of the date the initial confinement or services began;
- 2. The date the Policy terminates except that benefits payable for confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care which began prior to termination will continue without interruption, but shall be limited to the maximum amount of monthly benefit available under the Rider and all other applicable provisions of this Rider;
- The date of death of the Insured except with respect to claims incurred prior to death:
- 4. The date a Nonforfeiture Option under the Policy becomes effective;
- The date we receive your written request for termination of this Rider;
- The date we make payment to the Owner under any Accelerated Benefit Rider attached to this Policy.

LAPSE

This Rider is subject to the Grace Period provisions of the Policy. However, we shall provide notice of lapse or termination to you and to any person designated by you to receive such notice.

THE CONTRACT

In this Rider, "Policy" means the Policy in which you have requested that this rider be included. "Page 3" means page 3 of the Policy.

This Rider is issued in consideration of the application and the payment of premium as provided. The premiums for this Rider are shown on page 3 of the Policy.

INCONTESTABILITY

We may not contest this Rider except for failure to pay premiums. If the Policy to which this Rider is attached terminates as a result of rescission due to a misrepresentation during the contestable period, or for any other reason, this Rider shall also terminate.

MISSTATEMENT OF AGE OR SMOKING STATUS

If the Insured's age or smoking status has been misstated, we will adjust all benefits to the amount which the premiums paid for the Rider would have purchased at the correct age and smoking status.

RELIANCE

We have issued this Rider in reliance on the statements made in the application. These statements are representations and not warranties. No statement will cause this Rider to be rescinded or will be used in defense of a claim unless contained in a written application. Read the copies of the application for this Rider. If any statement is not true or complete, please tell us.

REINSTATEMENT

In the event of lapse of this Policy and Rider while the Insured is suffering from a Chronic Illness, this Policy and Rider shall be reinstated upon your request within five (5) months after Policy termination, upon proof of Chronic Illness as defined in this Rider and the payment of all premium as required by the Policy to which this Rider is attached.

CLAIM FORMS

We will send claim forms to you when notice of claim is received. If we do not mail the claim forms within 15 calendar days, we will consider that you have complied with the requirement for written proof if you send us proof in writing describing the extent, occurrence and nature of the illness or disease as well as a copy of the required treatment plan.

NOTICE AND PROOF OF CLAIM

Written notice of a claim must be given to us at our home office within 91 days after the beginning of a confinement or service for which benefits are claimed. Written proof of covered confinement or services must be provided to us within one year of the period for which claim is made unless you are legally incapacitated and unable to provide proof sooner. No benefits will be paid in the absence of written proof of covered confinement or covered services. Benefits shall not be payable for a covered confinement or covered services provided more than one year before the date of our receipt of written proof of claim.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due promptly upon our acceptance of proof of a covered confinement or service. Thereafter, for the remainder of the period for which a Long Term Care Benefit is

payable, payments will be made on the Monthly Date.

PAYMENT OF CLAIMS

We will pay benefits to you. We will not honor an assignment of benefits. We will pay any benefit due upon or after the death of the Insured to the beneficiary, if living; otherwise in accordance with the terms of the Policy.

POLICY PROVISIONS

This Rider is considered to be attached to and made a part of the Policy. All provisions of the Policy will apply to this Rider unless noted herein. This Rider is non-participating.

CONFORMITY WITH STATE STATUTES

This Rider is governed by the laws of the state in which it was delivered. We amend this Rider to conform, on its effective date, to the minimum requirements of the state in which it is delivered.

TAX TREATMENT

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. However, we make no representations as to the actual tax status of this Rider, any benefits which may be received, or premiums paid. Neither Lafayette Life nor its representatives give legal, tax, or investment advice or interpretations of tax law. You should contact your personal legal, tax, or investment advisor for such advice.

Signed at Lafayette, Indiana on the Date of Issue.

Secretary

President & CEO

The Lafayette Life Insurance Company

Home Office located at 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903 (Hereafter called: We, Our or Us)

LONG TERM CARE RIDER

Caution: The issuance of this Long Term Care Rider is based upon responses to the questions on your Policy application. A copy of your application is attached to your Policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If for any reason, any of your answers are incorrect, contact the Company at this address: 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903.

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. You should contact your personal legal, tax, or investment advisor for advice regarding the tax consequences of this rider. Please see page 6 "Tax Treatment" for more information.

We agree to pay the Owner the Monthly Long Term Care Benefit provided by this rider when we receive due proof at our home office of the Insured's Chronic Illness and confinement in a Long Term Care Facility, or receipt of professional services in the Insured's own home from a Home Health Care Agency, or in Adult Day Care, subject to the terms and conditions of this Rider.

30 DAY RIGHT TO RETURN

If you are not satisfied for any reason, you may cancel this Rider by delivering or mailing a written notice to us before midnight of the thirtieth day after the day you receive it. Notice given by mail is effective upon being postmarked, properly addressed and postage prepaid. We must return all payments made for this Rider within thirty days after we receive notice of cancellation and the returned Rider.

DEFINITIONS

The terms used in this Rider shall have the same meanings as are set forth in the Policy to which this Rider is attached unless otherwise defined in this Rider.

Activities of Daily Living --

- Dressing Getting clothes from closet and drawers, dressing self, including fasteners, braces and prosthesis;
- Eating Getting food and drink into the body for nourishment; includes cutting meat, buttering bread, using fingers or utensils;
- Toileting Moving self to bathroom when urge to void occurs, arranging clothes, transferring to toilet, cleansing self, transferring off toilet, rearranging clothes, washing hands, and moving out of bathroom;
- 4. Transferring from bed to chair;
- Maintaining continence Recognizing the urge to void in time to get to the toilet and not have an accident; and
- Bathing Turning on water faucets, setting temperature and water level, transferring into tub or shower, washing the whole body, transferring out of tub or shower, drying off completely and emptying tub.

Annual Date

The same date each year as the Rider's effective date.

Adult Day Care

A program for six (6) or more individuals, of social and health related services, provided during the day in a community group setting for the purpose of supporting frail, impaired, elderly or other adults with disabilities who can benefit from care in a group setting outside the home.

Chronic Illness

An illness or sickness which causes an individual to be unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or a similar level of disability (as determined under regulations prescribed by the Secretary of the Treasure in consultation with the Secretary of Health and Human Services): or that requires substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment such as Alzheimer's disease. In addition, such individual must have been certified within the preceding 12-month period by a Licensed Health Care Practitioner as meeting the requirements of the preceding sentence. Chronically III Individual is an individual who has a Chronic Illness.

Home Health Care Agency

- An entity which provides home health care services and has an agreement to act as a provider of home health care services under the Medicare program or is licensed or accredited by state law as a Home Health Care Agency; or
- (2) A Nurse, as defined by this Rider.

Hospital

A "hospital" means a place which meets all of the following requirements:

- 1. Located in the United States;
- 2. Licensed as a hospital by the state in which it is located; and
- 3. Operating within the scope of its license.

Immediate Family

Parents; spouse; siblings; children, including natural, adopted, step, son-in-law and daughter-in-law.

Insured

The Insured is the person shown as the Insured on page 3 of the Policy.

Licensed Health Care Practitioner

Any Physician, Nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long Term Care Facility

A facility, or that part of one, which:

- Is licensed by the jurisdiction in which it is located;
- 2. Is engaged in providing, in addition to room and board accommodations, nursing care and related services on a continuing inpatient basis to 6 or more individuals;

- 3. Is supervised by a Registered Nurse;
- 4. Provides, on a formal prearranged basis, a Nurse who is on duty or on call at all times:
- Has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- 6. Maintains a clinical record of each patient.

It may be a distinct part of a hospital or other institution. It is NOT a place that is primarily used for:

- rest;
- the care and treatment of mental diseases or disorders, drug addiction, or alcoholism;
- day care;
- · educational care; or
- a retirement home or community living center.

Medically Appropriate

Care and services pursuant to a treatment plan which is either:

- Necessary and appropriate for the treatment of a Chronic Illness in accordance with accepted current medical practice; or
- (2) Required because of the Insured's inability to perform at least two of the six Activities of Daily Living.

Before we can determine whether the care and services received are Medically Appropriate, we must receive a copy of the treatment plan. If possible, the Insured's physician should submit a copy of the treatment plan to us prior to the time care and services are received. The treatment plan must be received by us no later than the time the first claim under such treatment plan is submitted. A treatment plan prescribed, ordered, recommended or approved by a physician who has a financial interest in the facility, agency, center or provider administering such plan may not be considered Medically Appropriate.

Monthly Date

The same date each month as the effective date of the Rider.

Nurse

- 1. A Registered Nurse (RN);
- 2. A Licensed Practical Nurse (LPN); or
- 3. A Licensed Vocational Nurse (LVN).

Physician

A person who is legally licensed by the state in which he practices medicine and performs surgery as a doctor of medicine (M.D.) or as a doctor of osteopathy (D.O.). Physician shall not include

you, the Insured, or a member of your or the Insured's immediate family.

Pre-Existing Condition

- A Chronic Illness for which medical advice or treatment was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider; or
- Medically necessary care or service which was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider;

Sickness

An illness or disease.

Waiting Period

The number of days of continuous Chronic Illness requiring confinement in a Long Term Care Facility, or professional services from a Home Health Care Agency, or enrollment in Adult Day Care needed to qualify for benefits. The Waiting Period is 90 days. Benefits will not be paid during this period but will be retroactively paid upon completion of the period.

You, Your

The owner of the Policy as shown in the application, unless subsequently changed as provided for in the Policy.

LONG TERM CARE BENEFIT

We will pay the Long Term Care Benefit on the Monthly Date which next follows the conclusion of each 30 day period during which the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency or at an Adult Day Care if:

- We are provided evidence satisfactory to us that the Insured is suffering from a Chronic Illness (We may require periodic recertification that the Insured is suffering from a Chronic Illness, but not more frequently than once every 90 days);
- We are provided evidence satisfactory to us that the treatment is Medically Appropriate (We may require periodic recertification that the treatment continues to be Medically Appropriate, but not more frequently than once every 90 days);
- The Company is provided with a second certification satisfactory to it, from a

Physician of its choice, indicating that the Insured is suffering from a Chronic Illness and confirming that the treatment plan is Medically Appropriate. This examination shall be done at the Company's expense and shall be conclusive as to whether the Insured qualifies for receipt of a benefit under this Rider. The Company may, at its sole discretion, waive the requirement of a second certification:

- 4. The Waiting Period requirement has been satisfied:
- 5. The Exclusions and Limitations do not apply;
- 6. The Pre-existing Condition Limitation does not apply; and
- 7. The confinement or services took place while this Rider was in force.

SUCCESSIVE PERIODS OF CONFINEMENT

Successive periods of confinement in a Long Term Care Facility or successive service periods provided by a Home Health Care Agency or Adult Day Care will be considered as a single period if such confinement or service:

- Occurs within 90 days of a prior confinement or service for which benefits were paid; and
- 2. Is due to the same or related causes as the prior confinement or services.

AMOUNT OF MONTHLY LONG TERM CARE BENEFIT

The Monthly Long Term Care Benefit payable for each month the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency will be:

 The lesser of {\$8,700} or 2% of the Specified Amount at the time the initial confinement or service begins

MINUS

 The loan balance at the time of each monthly benefit payment multiplied by the ratio of the amount of the reduction in Specified Amount as a result of each Long Term Care Benefit payment to the Specified Amount prior to that reduction.

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The Monthly Long Term Care Benefit payable for each month the Insured receives services at an Adult Day Care will be:

 The lesser of {\$4,350} or 1% of the Specified Amount at the time the initial confinement or service begins

MINUS

 The loan balance at the time of each monthly benefit payment multiplied by the ratio of the amount of the reduction in Specified Amount as a result of each Long Term Care Benefit payment to the Specified Amount prior to that reduction.

Any amount deducted in determination of a Monthly Long Term Care Benefit as a result of indebtedness will be used to reduce the loan.

One-thirtieth (1/30th) of the monthly benefit will be paid for each day of a partial month where the Insured is confined in a Long Term Care Facility or is receiving services from a Home Health Care Agency or Adult Day Care.

EFFECT ON THE POLICY OF PAYMENT OF LONG TERM CARE BENEFITS

The following adjustments to the Policy will be made as of each Monthly Date on or following the payment of a Long Term Care Benefit. The Specified Amount will be reduced by the amount of the Long Term Care Benefit prior to any reduction for indebtedness. The Policy Value will be reduced by multiplying its amount by the ratio of the Specified Amount AFTER the reduction for payment of the Monthly Long Term Care Benefit to the Specified Amount PRIOR to the reduction for payment of the Monthly Long Term Care Benefit. The reduction in Policy Value will never be greater than the reduction in Specified Amount.

The Surrender Charge and any indebtedness will be reduced by multiplying their respective amounts by the ratio of the Policy Value AFTER the reduction as a result of payment of the Monthly Long Term Care Benefit to the Policy Value PRIOR to the reduction as a result of payment of the Monthly Long Term Care Benefit.

The reduction in Specified Amount will first be applied to the most recent increase in Specified Amount and then to other increases in the reverse

order in which they occurred. The Policy Value, Cash Value and Net Cash Value will continue to be calculated as described in the Policy.

Once payment of a Long Term Care Benefit has occurred, no reductions in the Specified Amount will be permitted except as provided by this Rider and allowed by any Accelerated Benefit Rider attached to this Policy. An election of an accelerated benefit payment will terminate this Rider.

COST OF INSURANCE

The cost of insurance for this Rider is included in the monthly deductions for this Policy and is determined each month as follows:

> The lesser of the Specified Amount as of the Monthly Date or (\$435,000).

DIVIDED BY

1000.

MULTIPLIED BY

 The Monthly Cost of Insurance Rate for this Rider.

The Monthly Cost of Insurance Rate for this Rider is based on the Insured's sex, attained age, and rate class. The Monthly Cost of Insurance Rate is determined each month by using the Insured's age on the prior Annual Date.

The Guaranteed Maximum Rates for this Rider are shown on page 5C of the Policy. We may use Long Term Care Cost of Insurance Rates lower than the guaranteed rates but we will never charge in excess of the guaranteed rates.

WAIVER OF MONTHLY DEDUCTIONS

For each month you receive a Monthly Long Term Care Benefit, we will waive the monthly deduction for the Policy to which this Rider is attached. This deduction includes the Cost of Insurance for this Rider. We will stop waiving this amount on the first Monthly Date after the Long Term Care Benefits cease unless the Insured otherwise qualifies for waiver of monthly deductions under the Waiver of Monthly Deduction Benefit Rider and that rider is included in your Policy.

LTC-UL20 G Page 4

EXCLUSIONS AND LIMITATIONS

Benefits are not provided for confinement or services:

- Due to alcoholism, drug addiction or chemical dependency, unless as a result of medication prescribed by a Physician;
- 2. Due to intentionally self-inflicted injuries or attempt at suicide while sane or insane;
- For treatment, provided without cost to the Insured, in any facility contracted for or operated by the United States government;
- 4. Due to mental, nervous, psychotic or psychoneurotic deficiencies or disorders without demonstrable organic disease; however, this rider WILL cover qualifying stays or services resulting from Alzheimer's disease, or similar forms of senility or senile dementia;
- 5. Due to injury or sickness caused by war or any act of war, declared or undeclared;
- For any work related sickness or injury or for any treatment provided by Worker's Compensation;
- 7. Resulting from committing or attempting to commit a felony; or
- 8. Outside the United States of America;

Pre-existing Condition Limitation

The Insured will not be eligible for Long Term Care Benefits due to confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care resulting from a Pre-Existing Condition if the confinement or services begin within six (6) months following the effective date of this Rider.

TERMINATION

This Rider will terminate on the earliest of the following dates:

 The date on which the Specified Amount has been reduced due to the payment of Long Term Care Benefits by the lesser of {\$313,200} or 72% of the Specified Amount as of the date the initial confinement or services began;

- 2. The date the Policy terminates except that benefits payable for confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care which began prior to termination will continue without interruption, but shall be limited to the maximum amount of monthly benefit available under the Rider and all other applicable provisions of this Rider:
- The date of death of the Insured except with respect to claims incurred prior to death:
- 4. The date a Nonforfeiture Option under the Policy, if any, becomes effective;
- 5. The date we receive your written request for termination of this Rider:
- The date we make payment to the Owner under any Accelerated Benefit Rider attached to this Policy.

LAPSE

This Rider is subject to the Grace Period provisions of the Policy. However, we shall provide notice of lapse or termination to you and to any person designated by you to receive such notice.

THE CONTRACT

In this Rider, "Policy" means the Policy in which you have requested that this rider be included. "Page 3" means page 3 of the Policy.

This Rider is issued in consideration of the application and the payment of premium as provided. The amount of planned premium is shown on page 3 of the Policy.

INCONTESTABILITY

We may not contest this Rider or any increase in the Monthly Long Term Care Benefit resulting from an increase in the policy's Specified Amount except for nonpayment of a needed premium. If the Policy to which this Rider is attached terminates as a result of rescission due to a misrepresentation during the contestable period, or for any other reason, this Rider shall also terminate.

MISSTATEMENT OF AGE, SEX OR SMOKING STATUS

If the Insured's age, sex or smoking status has been misstated, we will adjust all benefits by the difference between the cost of insurance deducted for the Rider and the cost of insurance that would have been deducted for the correct age, sex and smoking status.

RELIANCE

We have issued this Rider in reliance on the statements made in the application. These statements are representations and not warranties. No statement will cause this Rider to be rescinded or will be used in defense of a claim unless contained in a written application. Read the copies of the application for this Rider. If any statement is not true or complete, please tell us.

REINSTATEMENT

In the event of lapse of this Policy and Rider while the Insured is suffering from a Chronic Illness, this Policy and Rider shall be reinstated upon your request within five (5) months after Policy termination, upon proof of Chronic Illness as defined in this Rider and the payment of all premium as required by the Policy to which this Rider is attached.

CLAIM FORMS

We will send claim forms to you when notice of claim is received. If we do not mail the claim forms within 15 calendar days, we will consider that you have complied with the requirement for written proof if you send us proof in writing describing the extent, occurrence and nature of the illness or disease as well as a copy of the required treatment plan.

NOTICE AND PROOF OF CLAIM

Written notice of a claim must be given to us at our home office within 91 days after the beginning of a confinement or service for which benefits are claimed. Written proof of covered confinement or services must be provided to us within one year of the period for which claim is made unless you are legally incapacitated and unable to provide proof sooner. No benefits will be paid in the absence of written proof of covered confinement or covered services. Benefits shall not be payable for a

covered confinement or covered services provided more than one year before the date of our receipt of written proof of claim.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due promptly upon our acceptance of proof of a covered confinement or service. Thereafter, for the remainder of the period for which a Long Term Care Benefit is payable, payments will be made on the Monthly Date.

PAYMENT OF CLAIMS

We will pay benefits to you. We will not honor an assignment of benefits. We will pay any benefit due upon or after the death of the Insured to the beneficiary, if living; otherwise in accordance with the terms of the Policy.

COLA

Payment of a Monthly Long Term Care Benefit by us, and acceptance of the Benefit by you shall act as a refusal of any Cost of Living Adjustments (COLA) thereafter due. No COLA adjustments will occur if monthly deductions are being waived under this Rider.

POLICY PROVISIONS

This Rider is considered to be attached to and made a part of the Policy. All provisions of the Policy will apply to this Rider unless noted herein. This Rider is non-participating.

CONFORMITY WITH STATE STATUTES

This Rider is governed by the laws of the state in which it was delivered. We amend this Rider to conform, on its effective date, to the minimum requirements of the state in which it is delivered.

TAX TREATMENT

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. However, we make no representations as to the actual tax status of this Rider, any benefits which may be received, or premiums paid. Neither Lafayette Life nor its representatives give legal, tax, or investment advice or interpretations of tax law. You should contact your personal legal, tax, or investment advisor for such advice.

Signed at Lafayette, Indiana on the Date of Issue.

N. J. Vargo
Secretary President & CEO

LTC-UL20 G Page 6

The Lafayette Life Insurance Company

Home Office located at 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903 (Hereafter called: We, Our or Us)

LONG TERM CARE RIDER

Caution: The issuance of this Long Term Care Rider is based upon responses to the questions on your Policy application. A copy of your application is attached to your Policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If for any reason, any of your answers are incorrect, contact the Company at this address: 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903.

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. You should contact your personal legal, tax, or investment advisor for advice regarding the tax consequences of this rider. Please see page 6 "Tax Treatment" for more information.

We agree to pay the Owner the Monthly Long Term Care Benefit provided by this rider when we receive due proof at our home office of the Insured's Chronic Illness and confinement in a Long Term Care Facility, or receipt of professional services in the Insured's own home from a Home Health Care Agency, or in Adult Day Care, subject to the terms and conditions of this Rider.

30 DAY RIGHT TO RETURN

If you are not satisfied for any reason, you may cancel this Rider by delivering or mailing a written notice to us before midnight of the thirtieth day after the day you receive it. Notice given by mail is effective upon being postmarked, properly addressed and postage prepaid. We must return all payments made for this Rider within thirty days after we receive notice of cancellation and the returned Rider.

DEFINITIONS

The terms used in this Rider shall have the same meanings as are set forth in the Policy to which this Rider is attached unless otherwise defined in this Rider.

Activities of Daily Living --

- Dressing Getting clothes from closet and drawers, dressing self, including fasteners, braces and prosthesis;
- 2. Eating Getting food and drink into the body for nourishment; includes cutting meat, buttering bread, using fingers or utensils;
- Toileting Moving self to bathroom when urge to void occurs, arranging clothes, transferring to toilet, cleansing self, transferring off toilet, rearranging clothes, washing hands, and moving out of bathroom;
- 4. Transferring from bed to chair;
- 5. Maintaining continence Recognizing the urge to void in time to get to the toilet and not have an accident; and
- Bathing Turning on water faucets, setting temperature and water level, transferring into tub or shower, washing the whole body, transferring out of tub or shower, drying off completely and emptying tub.

Annual Date

The same date each year as the Rider's effective date.

Adult Day Care

A program for six (6) or more individuals, of social and health related services, provided during the day in a community group setting for the purpose of supporting frail, impaired, elderly or other adults with disabilities who can benefit from care in a group setting outside the home.

Chronic Illness

An illness or sickness which causes an individual to be unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or a similar level of disability (as determined under regulation prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services); or that requires substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment such as Alzheimer's disease. In addition, such individual must have been certified within the preceding 12-month period by a Licensed Health Care Practitioner as meeting the requirements of the preceding sentence. Chronically III Individual is an individual who has a Chronic Illness.

Home Health Care Agency

- (1) An entity which provides home health care services and has an agreement to act as a provider of home health care services under the Medicare program or is licensed or accredited by state law as a Home Health Care Agency; or
- (2) A Nurse, as defined by this Rider.

Hospital

A "hospital" means a place which meets all of the following requirements:

- 1. Located in the United States;
- 2. Licensed as a hospital by the state in which it is located; and
- 3. Operating within the scope of its license.

Immediate Family

Parents; spouse; siblings; children, including natural, adopted, step, son-in-law and daughter-in-law.

Insured

The Insured is the person shown as the Insured on page 3 of the Policy.

Licensed Health Care Practitioner

Any Physician, Nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long Term Care Facility

A facility, or that part of one, which:

- Is licensed by the jurisdiction in which it is located;
- 2. Is engaged in providing, in addition to room and board accommodations, nursing care and related services on a continuing inpatient basis to 6 or more individuals;

- 3. Is supervised by a Registered Nurse;
- Provides, on a formal prearranged basis, a Nurse who is on duty or on call at all times;
- Has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- 6. Maintains a clinical record of each patient.

It may be a distinct part of a hospital or other institution. It is NOT a place that is primarily used for:

- rest:
- the care and treatment of mental diseases or disorders, drug addiction, or alcoholism;
- day care;
- educational care; or
- a retirement home or community living center.

Medically Appropriate

Care and services pursuant to a treatment plan which is either:

- Necessary and appropriate for the treatment of a Chronic Illness in accordance with accepted current medical practice; or
- (2) Required because of the Insured's inability to perform at least two of the six Activities of Daily Living.

Before we can determine whether the care and services received are Medically Appropriate, we must receive a copy of the treatment plan. If possible, the Insured's physician should submit a copy of the treatment plan to us prior to the time care and services are received. The treatment plan must be received by us no later than the time the first claim under such treatment plan is submitted. A treatment plan prescribed, ordered, recommended or approved by a physician who has a financial interest in the facility, agency, center or provider administering such plan may not be considered Medically Appropriate.

Monthly Date

The same date each month as the effective date of the Rider.

Nurse

- 1. A Registered Nurse (RN);
- 2. A Licensed Practical Nurse (LPN); or
- 3. A Licensed Vocational Nurse (LVN).

Physician

A person who is legally licensed by the state in which he practices medicine and performs surgery as a doctor of medicine (M.D.) or as a doctor of osteopathy (D.O.). Physician shall not include

you, the Insured, or a member of your or the Insured's immediate family.

Pre-Existing Condition

- A Chronic Illness for which medical advice or treatment was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider; or
- 2. Medically necessary care or service which was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider;

Sickness

An illness or disease.

Waiting Period

The number of days of continuous Chronic Illness requiring confinement in a Long Term Care Facility, or professional services from a Home Health Care Agency, or enrollment in Adult Day Care needed to qualify for benefits. The Waiting Period is 90 days. Benefits will not be paid during this period but will be retroactively paid upon completion of the period.

You. Your

The owner of the Policy as shown in the application, unless subsequently changed as provided for in the Policy.

LONG TERM CARE BENEFIT

We will pay the Long Term Care Benefit on the Monthly Date which next follows the conclusion of each 30 day period during which the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency or at an Adult Day Care if:

- We are provided evidence satisfactory to us that the Insured is suffering from a Chronic Illness (We may require periodic recertification that the Insured is suffering from a Chronic Illness, but not more frequently than once every 90 days);
- We are provided evidence satisfactory to us that the treatment is Medically Appropriate (We may require periodic recertification that the treatment continues to be Medically Appropriate, but not more frequently than once every 90 days);

- 3. The Company is provided with a second certification satisfactory to it, from a Physician of its choice, indicating that the Insured is suffering from a Chronic Illness and confirming that the treatment plan is Medically Appropriate. This examination shall be done at the Company's expense and shall be conclusive as to whether the Insured qualifies for receipt of a benefit under this Rider. The Company may, at its sole discretion, waive the requirement of a second certification;
- 4. The Waiting Period requirement has been satisfied:
- 5. The Exclusions and Limitations do not apply;
- 6. The Pre-existing Condition Limitation does not apply; and
- 7. The confinement or services took place while this Rider was in force.

SUCCESSIVE PERIODS OF CONFINEMENT

Successive periods of confinement in a Long Term Care Facility or successive service periods provided by a Home Health Care Agency or Adult Day Care will be considered as a single period if such confinement or service:

- Occurs within 90 days of a prior confinement or service for which benefits were paid; and
- 2. Is due to the same or related causes as the prior confinement or services.

AMOUNT OF MONTHLY LONG TERM CARE BENEFIT

The Monthly Long Term Care Benefit payable for each month the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency will be:

 The lesser of {\$8,700} or 2% of the Specified Amount at the time the initial confinement or service begins

MINUS

 The loan balance at the time of each monthly benefit payment multiplied by the ratio of the amount of the reduction in Specified Amount as a result of each Long Term Care Benefit payment to the Specified Amount prior to that reduction. The Monthly Long Term Care Benefit payable for each month the Insured receives services at an Adult Day Care will be:

 The lesser of {\$4,350} or 1% of the Specified Amount at the time the initial confinement or service begins

MINUS

 The loan balance at the time of each monthly benefit payment multiplied by the ratio of the amount of the reduction in Specified Amount as a result of each Long Term Care Benefit payment to the Specified Amount prior to that reduction.

Any amount deducted in determination of a Monthly Long Term Care Benefit as a result of indebtedness will be used to reduce the loan.

One-thirtieth (1/30th) of the monthly benefit will be paid for each day of a partial month where the Insured is confined in a Long Term Care Facility or is receiving services from a Home Health Care Agency or Adult Day Care.

EFFECT ON THE POLICY OF PAYMENT OF LONG TERM CARE BENEFITS

The following adjustments to the Policy will be made as of each Monthly Date on or following the payment of a Long Term Care Benefit. The Specified Amount will be reduced by the amount of the Long Term Care Benefit prior to any reduction for indebtedness. The Policy Value will be reduced by multiplying its amount by the ratio of the Specified Amount AFTER the reduction for payment of the Monthly Long Term Care Benefit to the Specified Amount PRIOR to the reduction for payment of the Monthly Long Term Care Benefit. The reduction in Policy Value will never be greater than the reduction in Specified Amount.

The Surrender Charge and any indebtedness will be reduced by multiplying their respective amounts by the ratio of the Policy Value AFTER the reduction as a result of payment of the Monthly Long Term Care Benefit to the Policy Value PRIOR to the reduction as a result of payment of the Monthly Long Term Care Benefit.

The reduction in Specified Amount will first be applied to the most recent increase in Specified Amount and then to other increases in the reverse

order in which they occurred. The Policy Value, Cash Value and Net Cash Value will continue to be calculated as described in the Policy.

Once payment of a Long Term Care Benefit has occurred, no reductions in the Specified Amount will be permitted except as provided by this Rider and allowed by any Accelerated Benefit Rider attached to this Policy. An election of an accelerated benefit payment will terminate this Rider.

COST OF INSURANCE

The cost of insurance for this Rider is included in the monthly deductions for this Policy and is determined each month as follows:

• The lesser of the Specified Amount as of the Monthly Date or {\$435,000}.

DIVIDED BY

1000.

MULTIPLIED BY

 The Monthly Cost of Insurance Rate for this Rider.

The Monthly Cost of Insurance Rate for this Rider is based on the Insured's attained age and rate class. The Monthly Cost of Insurance Rate is determined each month by using the Insured's age on the prior Annual Date.

The Guaranteed Maximum Rates for this Rider are shown on page 5C of the Policy. We may use Long Term Care Cost of Insurance Rates lower than the guaranteed rates but we will never charge in excess of the guaranteed rates.

WAIVER OF MONTHLY DEDUCTIONS

For each month you receive a Monthly Long Term Care Benefit, we will waive the monthly deduction for the Policy to which this Rider is attached. This deduction includes the Cost of Insurance for this Rider. We will stop waiving this amount on the first Monthly Date after the Long Term Care Benefits cease unless the Insured otherwise qualifies for waiver of monthly deductions under the Waiver of Monthly Deduction Benefit Rider and that rider is included in your Policy.

EXCLUSIONS AND LIMITATIONS

Benefits are not provided for confinement or services:

- Due to alcoholism, drug addiction or chemical dependency, unless as a result of medication prescribed by a Physician;
- 2. Due to intentionally self-inflicted injuries or attempt at suicide while sane or insane;
- For treatment, provided without cost to the Insured, in any facility contracted for or operated by the United States government;
- Due to mental, nervous, psychotic or psychoneurotic deficiencies or disorders without demonstrable organic disease; however, this rider WILL cover qualifying stays or services resulting from Alzheimer's disease, or similar forms of senility or senile dementia;
- 5. Due to injury or sickness caused by war or any act of war, declared or undeclared;
- For any work related sickness or injury or for any treatment provided by Worker's Compensation;
- 7. Resulting from committing or attempting to commit a felony; or
- 8. Outside the United States of America;

Pre-existing Condition Limitation

The Insured will not be eligible for Long Term Care Benefits due to confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care resulting from a Pre-Existing Condition if the confinement or services begin within six (6) months following the effective date of this Rider.

TERMINATION

This Rider will terminate on the earliest of the following dates:

 The date on which the Specified Amount has been reduced due to the payment of Long Term Care Benefits by the lesser of {\$313,200} or 72% of the Specified Amount as of the date the initial confinement or services began;

- 2. The date the Policy terminates except that benefits payable for confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care which began prior to termination will continue without interruption, but shall be limited to the maximum amount of monthly benefit available under the Rider and all other applicable provisions of this Rider;
- 3. The date of death of the Insured except with respect to claims incurred prior to death:
- 4. The date a Nonforfeiture Option under the Policy, if any, becomes effective;
- 5. The date we receive your written request for termination of this Rider:
- 6. The date we make payment to the Owner under any Accelerated Benefit Rider attached to this Policy.

LAPSE

This Rider is subject to the Grace Period provisions of the Policy. However, we shall provide notice of lapse or termination to you and to any person designated by you to receive such notice.

THE CONTRACT

In this Rider, "Policy" means the Policy in which you have requested that this rider be included. "Page 3" means page 3 of the Policy.

This Rider is issued in consideration of the application and the payment of premium as provided. The amount of planned premium is shown on page 3 of the Policy.

INCONTESTABILITY

We may not contest this Rider or any increase in the Monthly Long Term Care Benefit resulting from an increase in the policy's Specified Amount except for nonpayment of a needed premium. If the Policy to which this Rider is attached terminates as a result of rescission due to a misrepresentation during the contestable period, or for any other reason, this Rider shall also terminate.

MISSTATEMENT OF AGE OR SMOKING STATUS

If the Insured's age or smoking status has been misstated, we will adjust all benefits by the difference between the cost of insurance deducted for the Rider and the cost of insurance that would have been deducted for the correct age and smoking status.

RELIANCE

We have issued this Rider in reliance on the statements made in the application. These statements are representations and not warranties. No statement will cause this Rider to be rescinded or will be used in defense of a claim unless contained in a written application. Read the copies of the application for this Rider. If any statement is not true or complete, please tell us.

REINSTATEMENT

In the event of lapse of this Policy and Rider while the Insured is suffering from a Chronic Illness, this Policy and Rider shall be reinstated upon your request within five (5) months after Policy termination, upon proof of Chronic Illness as defined in this Rider and the payment of all premium as required by the Policy to which this Rider is attached.

CLAIM FORMS

We will send claim forms to you when notice of claim is received. If we do not mail the claim forms within 15 calendar days, we will consider that you have complied with the requirement for written proof if you send us proof in writing describing the extent, occurrence and nature of the illness or disease as well as a copy of the required treatment plan.

NOTICE AND PROOF OF CLAIM

Written notice of a claim must be given to us at our home office within 91 days after the beginning of a confinement or service for which benefits are claimed. Written proof of covered confinement or services must be provided to us within one year of the period for which claim is made unless you are legally incapacitated and unable to provide proof sooner. No benefits will be paid in the absence of written proof of covered confinement or covered services. Benefits shall not be payable for a

covered confinement or covered services provided more than one year before the date of our receipt of written proof of claim.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due promptly upon our acceptance of proof of a covered confinement or service. Thereafter, for the remainder of the period for which a Long Term Care Benefit is payable, payments will be made on the Monthly Date.

PAYMENT OF CLAIMS

We will pay benefits to you. We will not honor an assignment of benefits. We will pay any benefit due upon or after the death of the Insured to the beneficiary, if living; otherwise in accordance with the terms of the Policy.

COLA

Payment of a Monthly Long Term Care Benefit by us, and acceptance of the Benefit by you shall act as a refusal of any Cost of Living Adjustments (COLA) thereafter due. No COLA adjustments will occur if monthly deductions are being waived under this Rider.

POLICY PROVISIONS

This Rider is considered to be attached to and made a part of the Policy. All provisions of the Policy will apply to this Rider unless noted herein. This Rider is non-participating.

CONFORMITY WITH STATE STATUTES

This Rider is governed by the laws of the state in which it was delivered. We amend this Rider to conform, on its effective date, to the minimum requirements of the state in which it is delivered.

TAX TREATMENT

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. However, we make no representations as to the actual tax status of this Rider, any benefits which may be received, or premiums paid. Neither Lafayette Life nor its representative give legal, tax, or investment advice or interpretations of tax law. You should contact your personal legal, tax, or investment advisor for such advice.

Signed at Lafayette, Indiana on the Date of Issue.

N. J. Vargo
Secretary

President& CEO

SERFF Tracking Number: LAFA-126688025 State: Arkansas
Filing Company: The Lafayette Life Insurance Company State Tracking Number: 46016

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number:

Supporting Document Schedules

Item Status:	Status
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Date:

Bypassed - Item: Flesch Certification

Bypass Reason: N/A

Comments:

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: N/A

Comments:

Item Status: Status

Date:

Bypassed - Item: Health - Actuarial Justification

Bypass Reason: N/A

Comments:

Item Status: Status

Date:

Bypassed - Item: Outline of Coverage

Bypass Reason: N/A

Comments:

Item Status: Status

Date:

Satisfied - Item: Cover Letter

Comments:

Attachment:

LTC Rider Cover Letter AR.pdf

SERFF Tracking Number: LAFA-126688025 State: Arkansas
Filing Company: The Lafayette Life Insurance Company State Tracking Number: 46016

Company Tracking Number:

TOI: LTC06 Long Term Care - Other Sub-TOI: LTC06.000 Long Term Care - Other

Product Name: LTC-WL20 G, LTC-WL20U G, LTC-UL20 G, LTC-UL20U G

Project Name/Number:

Item Status: Status

Date:

Satisfied - Item: LTC-WL20 G, LTC-WL20U G, LTC-

UL20 G, LTC-UL20U G redline

Comments:

Attachments:

LTC-UL20 G redline.pdf

LTC-UL20U G redline.pdf

LTC-WL20U G redline.pdf

LTC-WL20 G redline.pdf



Tesha Wilburn Compliance Analyst Telephone: 765-477-3327

Fax: 765-477-3212

Toll Free 1-800-443-8793 ext.3327

Law Department

1905 Teal Road • P.O. Box 7007 • Lafayette, Indiana 47903 1-800-443-8793 • (765) 477-7411 • www.lafayettelife.com

June 22, 2010

Department of Insurance State of Arkansas

RE: <u>INDIVIDUAL LIFE FORM FILING SUBMISSION</u>

Long Term Care Riders (LTC): LTC-WL20 & LTC-WL20U LTC-UL20 & LTC-UL20U

The Lafayette Life Insurance Company, NAIC: 65242, FEIN: 35-0457540

Enclosed for your files are duplicate copies of the above-captioned individual life insurance riders. These rider forms, which were approved in your state on 3/7/02 and 3/12/02, are being forwarded to you in order to change the adjusted dollar amounts pertaining to the monthly benefit for long term care facility and monthly benefit for the adult day care and the maximum payout in the termination provision so that such amounts reflect the maximum benefit allowed in accordance with the Internal Revenue Code. Stated differently, when the riders were initially filed, the benefits stated in the forms were the then current benefits allowed under the Internal Revenue Code. The benefits amounts, then allowed under the Internal Revenue Code, have since changed, thus allowing for a greater benefit under the riders. The noted changes in the amounts in the riders are intended to reflect the change in the Internal Revenue Code. This adjustment is to the benefit of the policyholders. Please note that the adjusted dollar amounts have been made variable, so as to allow for future benefit amounts in the event such amounts are changed under the Internal Revenue Code. These variable adjustments were approved for use in our domiciliary state, Indiana, on 5/18/2010.

We plan to adopt the new amounts *effective June 7, 2010* (or date approved for use by your state, if later). The riders issued prior to *June 7, 2010* will continue with the amounts as issued.

More specifically, please see the bullets below for a more detailed explanation of the adjusted variable dollar amounts.

LTC-WL20, LTC-WL20U, LTC-UL20 & LTC-UL20U

Enclosed for your files are redlined copies of the individual life insurance riders, which display the adjusted variable dollar amounts.

- Monthly Benefit for confinement in a Long Term Care Facility or receiving services from a Home Health Care Agency in the Amount of Monthly Long Term Care Benefit provision, found on page 3 of the rider(s), from \$5,000.00 to {\$8,700.00}.
- Monthly Benefit for the Adult Day Care in the Amount of Monthly Long Term Care Benefit provision, found on page 4 of the rider(s), from \$2,500.00 to {\$4,350.00}.

- Maximum Payout in the Termination provision, found on page 5 of the rider(s), from \$180,000 to {\$313,200}.
- The Maximum Specified Amount to which the Rider can apply in the Cost of Insurance provision, found on page 4 of the Universal Life rider(s), from \$250,000.00 to {\$435,000}.

Please note although the below-captioned Policy documents are not enclosed, the following identifies the corresponding adjustments that will be made to the Policy documents.

Outline of Coverage

- Maximum Payout in the Terms Under Which The Rider May Be Continued In Force or Discontinued provision, from \$180,000 to {\$313,200}.
- Monthly Benefit for confinement in a LTC Facility or receiving services from a Home Health Care Agency in the Long Term Care Benefit provision, from \$5,000.00 to {\$8,700.00}.
- Monthly Benefit for the Adult Day Care in the Long Term Care Benefit provision, from \$2,500.00 to {\$4,350.00}.
- Maximum Payout in the Termination of Benefits provision, from \$180,000 to {\$313,200}.
- Maximum amount of Basic Amount for the Whole Life (Specified Amount for Universal Life) of the policy to which the rider can apply, from \$250,000 to {\$435,000}.

Long Term Care Rider Policy Summary

- Monthly Benefit for confinement in a LTC Facility or receiving services from a Home Health Care Agency in the Benefit Amount, from \$5,000 to {\$8,700}.
- Monthly Benefit for the Adult Day Care in the Benefit Amount provision, from \$2,500 to {\$4,350}.
- Maximum Payout in the Benefit Amount provision, from \$180,000 to {\$313,200}.
- Residual death benefit after the Rider terminates, from \$70,000 to {\$121,800}.

Advertising Forms 2058

- Monthly Benefit for confinement in a LTC Facility or receiving services from a Home Health Care Agency in the LTC Facility or a Home Health Care Agency Benefit provision, from \$5,000 to {\$8,700}.
- Monthly Benefit for the Adult Day Care in the Adult Day Care Benefit provision, from \$2,500 to {\$4,350}.
- Maximum Payout in the Total Benefit provision, from \$180,000 to {\$313,200}.

No other changes have been made in the text of the above, and consequently, the form numbers have not been changed.

As always, we look forward to hearing from you at your earliest convenience and thank you for your time and consideration in reviewing this submission.

Sincerely,

Tesha Wilburn Compliance Analyst

Tesha Wilburn

Email: Tesha.Wilburn@llic.com Telephone: 765-477-3327

The Lafayette Life Insurance Company

Home Office located at 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903 (Hereafter called: We, Our or Us)

LONG TERM CARE RIDER

Caution: The issuance of this Long Term Care Rider is based upon responses to the questions on your Policy application. A copy of your application is attached to your Policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If for any reason, any of your answers are incorrect, contact the Company at this address: 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903.

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. You should contact your personal legal, tax, or investment advisor for advice regarding the tax consequences of this rider. Please see page 6 "Tax Treatment" for more information.

We agree to pay the Owner the Monthly Long Term Care Benefit provided by this rider when we receive due proof at our home office of the Insured's Chronic Illness and confinement in a Long Term Care Facility, or receipt of professional services in the Insured's own home from a Home Health Care Agency, or in Adult Day Care, subject to the terms and conditions of this Rider.

30 DAY RIGHT TO RETURN

If you are not satisfied for any reason, you may cancel this Rider by delivering or mailing a written notice to us before midnight of the thirtieth day after the day you receive it. Notice given by mail is effective upon being postmarked, properly addressed and postage prepaid. We must return all payments made for this Rider within thirty days after we receive notice of cancellation and the returned Rider.

DEFINITIONS

The terms used in this Rider shall have the same meanings as are set forth in the Policy to which this Rider is attached unless otherwise defined in this Rider.

Activities of Daily Living --

- Dressing Getting clothes from closet and drawers, dressing self, including fasteners, braces and prosthesis;
- Eating Getting food and drink into the body for nourishment; includes cutting meat, buttering bread, using fingers or utensils;
- Toileting Moving self to bathroom when urge to void occurs, arranging clothes, transferring to toilet, cleansing self, transferring off toilet, rearranging clothes, washing hands, and moving out of bathroom;
- Transferring from bed to chair;
- Maintaining continence Recognizing the urge to void in time to get to the toilet and not have an accident; and
- Bathing Turning on water faucets, setting temperature and water level, transferring into tub or shower, washing the whole body, transferring out of tub or shower, drying off completely and emptying tub.

Annual Date

The same date each year as the Rider's effective date.

Adult Day Care

A program for six (6) or more individuals, of social and health related services, provided during the day in a community group setting for the purpose of supporting frail, impaired, elderly or other adults with disabilities who can benefit from care in a group setting outside the home.

Chronic Illness

An illness or sickness which causes an individual to be unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or a similar level of disability (as determined under regulations prescribed by the Secretary of the Treasure in consultation with the Secretary of Health and Human Services); or that requires substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment such as Alzheimer's disease. In addition, such individual must have been certified within the preceding 12-month period by a Licensed Health Care Practitioner as meeting the requirements of the preceding sentence. Chronically III Individual is an individual who has a Chronic Illness.

Home Health Care Agency

- An entity which provides home health care services and has an agreement to act as a provider of home health care services under the Medicare program or is licensed or accredited by state law as a Home Health Care Agency; or
- (2) A Nurse, as defined by this Rider.

Hospital

A "hospital" means a place which meets all of the following requirements:

- Located in the United States;
- Licensed as a hospital by the state in which it is located; and
- Operating within the scope of its license.

Immediate Family

Parents; spouse; siblings; children, including natural, adopted, step, son-in-law and daughter-in-law.

Insured

The Insured is the person shown as the Insured on page 3 of the Policy.

Licensed Health Care Practitioner

Any Physician, Nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long Term Care Facility

A facility, or that part of one, which:

- Is licensed by the jurisdiction in which it is located:
- Is engaged in providing, in addition to room and board accommodations, nursing care and related services on a continuing inpatient basis to 6 or more individuals;

- 3. Is supervised by a Registered Nurse;
- Provides, on a formal prearranged basis, a Nurse who is on duty or on call at all times;
- Has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- Maintains a clinical record of each patient.

It may be a distinct part of a hospital or other institution. It is NOT a place that is primarily used for:

- rest;
- the care and treatment of mental diseases or disorders, drug addiction, or alcoholism;
- · day care:
- · educational care; or
- a retirement home or community living center.

Medically Appropriate

Care and services pursuant to a treatment plan which is either:

- Necessary and appropriate for the treatment of a Chronic Illness in accordance with accepted current medical practice; or
- (2) Required because of the Insured's inability to perform at least two of the six Activities of Daily Living.

Before we can determine whether the care and services received are Medically Appropriate, we must receive a copy of the treatment plan. If possible, the Insured's physician should submit a copy of the treatment plan to us prior to the time care and services are received. The treatment plan must be received by us no later than the time the first claim under such treatment plan is submitted. A treatment plan prescribed, ordered, recommended or approved by a physician who has a financial interest in the facility, agency, center or provider administering such plan may not be considered Medically Appropriate.

Monthly Date

The same date each month as the effective date of the Rider.

Nurse

- A Registered Nurse (RN);
- 2. A Licensed Practical Nurse (LPN); or
- A Licensed Vocational Nurse (LVN).

Physician

A person who is legally licensed by the state in which he practices medicine and performs surgery as a doctor of medicine (M.D.) or as a doctor of osteopathy (D.O.). Physician shall not include

you, the Insured, or a member of your or the Insured's immediate family.

Pre-Existing Condition

- A Chronic Illness for which medical advice or treatment was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider; or
- Medically necessary care or service which was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider;

Sickness

An illness or disease.

Waiting Period

The number of days of continuous Chronic Illness requiring confinement in a Long Term Care Facility, or professional services from a Home Health Care Agency, or enrollment in Adult Day Care needed to qualify for benefits. The Waiting Period is 90 days. Benefits will not be paid during this period but will be retroactively paid upon completion of the period.

You, Your

The owner of the Policy as shown in the application, unless subsequently changed as provided for in the Policy.

LONG TERM CARE BENEFIT

We will pay the Long Term Care Benefit on the Monthly Date which next follows the conclusion of each 30 day period during which the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency or at an Adult Day Care if:

- We are provided evidence satisfactory to us that the Insured is suffering from a Chronic Illness (We may require periodic recertification that the Insured is suffering from a Chronic Illness, but not more frequently than once every 90 days);
- We are provided evidence satisfactory to us that the treatment is Medically Appropriate (We may require periodic recertification that the treatment continues to be Medically Appropriate, but not more frequently than once every 90 days);
- The Company is provided with a second certification satisfactory to it, from a

Physician of its choice, indicating that the Insured is suffering from a Chronic Illness and confirming that the treatment plan is Medically Appropriate. This examination shall be done at the Company's expense and shall be conclusive as to whether the Insured qualifies for receipt of a benefit under this Rider. The Company may, at its sole discretion, waive the requirement of a second certification:

- The Waiting Period requirement has been satisfied:
- The Exclusions and Limitations do not apply;
- The Pre-existing Condition Limitation does not apply; and
- The confinement or services took place while this Rider was in force.

SUCCESSIVE PERIODS OF CONFINEMENT

Successive periods of confinement in a Long Term Care Facility or successive service periods provided by a Home Health Care Agency or Adult Day Care will be considered as a single period if such confinement or service:

- Occurs within 90 days of a prior confinement or service for which benefits were paid; and
- Is due to the same or related causes as the prior confinement or services.

AMOUNT OF MONTHLY LONG TERM CARE BENEFIT

The Monthly Long Term Care Benefit payable for each month the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency will be:

 The lesser of \$5,000.00 or 2% of the Specified Amount at the time the initial confinement or service begins

MINUS

 The loan balance at the time of each monthly benefit payment multiplied by the ratio of the amount of the reduction in Specified Amount as a result of each Long Term Care Benefit payment to the Specified Amount prior to that reduction. The Monthly Long Term Care Benefit payable for each month the Insured receives services at an Adult Day Care will be:

 The lesser of \$2,500.00 or 1% of the Specified Amount at the time the initial confinement or service begins

MINUS

 The loan balance at the time of each monthly benefit payment multiplied by the ratio of the amount of the reduction in Specified Amount as a result of each Long Term Care Benefit payment to the Specified Amount prior to that reduction.

Any amount deducted in determination of a Monthly Long Term Care Benefit as a result of indebtedness will be used to reduce the loan.

One-thirtieth (1/30th) of the monthly benefit will be paid for each day of a partial month where the Insured is confined in a Long Term Care Facility or is receiving services from a Home Health Care Agency or Adult Day Care.

EFFECT ON THE POLICY OF PAYMENT OF LONG TERM CARE BENEFITS

The following adjustments to the Policy will be made as of each Monthly Date on or following the payment of a Long Term Care Benefit. The Specified Amount will be reduced by the amount of the Long Term Care Benefit prior to any reduction for indebtedness. The Policy Value will be reduced by multiplying its amount by the ratio of the Specified Amount AFTER the reduction for payment of the Monthly Long Term Care Benefit to the Specified Amount PRIOR to the reduction for payment of the Monthly Long Term Care Benefit. The reduction in Policy Value will never be greater than the reduction in Specified Amount.

The Surrender Charge and any indebtedness will be reduced by multiplying their respective amounts by the ratio of the Policy Value AFTER the reduction as a result of payment of the Monthly Long Term Care Benefit to the Policy Value PRIOR to the reduction as a result of payment of the Monthly Long Term Care Benefit.

The reduction in Specified Amount will first be applied to the most recent increase in Specified Amount and then to other increases in the reverse

order in which they occurred. The Policy Value, Cash Value and Net Cash Value will continue to be calculated as described in the Policy.

Once payment of a Long Term Care Benefit has occurred, no reductions in the Specified Amount will be permitted except as provided by this Rider and allowed by any Accelerated Benefit Rider attached to this Policy. An election of an accelerated benefit payment will terminate this Rider.

COST OF INSURANCE

The cost of insurance for this Rider is included in the monthly deductions for this Policy and is determined each month as follows:

> The lesser of the Specified Amount as of the Monthly Date or \$250,000.00.

DIVIDED BY

1000.



MULTIPLIED BY

 The Monthly Cost of Insurance Rate for this Rider.

The Monthly Cost of Insurance Rate for this Rider is based on the Insured's sex, attained age, and rate class. The Monthly Cost of Insurance Rate is determined each month by using the Insured's age on the prior Annual Date.

The Guaranteed Maximum Rates for this Rider are shown on page 5C of the Policy. We may use Long Term Care Cost of Insurance Rates lower than the guaranteed rates but we will never charge in excess of the guaranteed rates.

WAIVER OF MONTHLY DEDUCTIONS

For each month you receive a Monthly Long Term Care Benefit, we will waive the monthly deduction for the Policy to which this Rider is attached. This deduction includes the Cost of Insurance for this Rider. We will stop waiving this amount on the first Monthly Date after the Long Term Care Benefits cease unless the Insured otherwise qualifies for waiver of monthly deductions under the Waiver of Monthly Deduction Benefit Rider and that rider is included in your Policy.

EXCLUSIONS AND LIMITATIONS

Benefits are not provided for confinement or services:

- Due to alcoholism, drug addiction or chemical dependency, unless as a result of medication prescribed by a Physician;
- Due to intentionally self-inflicted injuries or attempt at suicide while sane or insane;
- For treatment, provided without cost to the Insured, in any facility contracted for or operated by the United States government;
- Due to mental, nervous, psychotic or psychoneurotic deficiencies or disorders without demonstrable organic disease; however, this rider WILL cover qualifying stays or services resulting from Alzheimer's disease, or similar forms of senility or senile dementia;
- Due to injury or sickness caused by war or any act of war, declared or undeclared;
- For any work related sickness or injury or for any treatment provided by Worker's Compensation;
- Resulting from committing or attempting to commit a felony; or
- 8. Outside the United States of America;

Pre-existing Condition Limitation

The Insured will not be eligible for Long Term Care Benefits due to confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care resulting from a Pre-Existing Condition if the confinement or services begin within six (6) months following the effective date of this Rider.

TERMINATION

This Rider will terminate on the earliest of the following dates:

The date on which the Specified Amount has been reduced due to the payment of Long Term Care Benefits by the lesser of \$180,000 or 72% of the Specified Amount as of the date the initial confinement or services began;

- 2. The date the Policy terminates except that benefits payable for confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care which began prior to termination will continue without interruption, but shall be limited to the maximum amount of monthly benefit available under the Rider and all other applicable provisions of this Rider:
- The date of death of the Insured except with respect to claims incurred prior to death;
- 4. The date a Nonforfeiture Option under the Policy, if any, becomes effective;
- 5. The date we receive your written request for termination of this Rider;
- The date we make payment to the Owner under any Accelerated Benefit Rider attached to this Policy.

LAPSE

This Rider is subject to the Grace Period provisions of the Policy. However, we shall provide notice of lapse or termination to you and to any person designated by you to receive such notice.

THE CONTRACT

In this Rider, "Policy" means the Policy in which you have requested that this rider be included. "Page 3" means page 3 of the Policy.

This Rider is issued in consideration of the application and the payment of premium as provided. The amount of planned premium is shown on page 3 of the Policy.

INCONTESTABILITY

We may not contest this Rider or any increase in the Monthly Long Term Care Benefit resulting from an increase in the policy's Specified Amount except for nonpayment of a needed premium. If the Policy to which this Rider is attached terminates as a result of rescission due to a misrepresentation during the contestable period, or for any other reason, this Rider shall also terminate.



MISSTATEMENT OF AGE, SEX OR SMOKING STATUS

If the Insured's age, sex or smoking status has been misstated, we will adjust all benefits by the difference between the cost of insurance deducted for the Rider and the cost of insurance that would have been deducted for the correct age, sex and smoking status.

RELIANCE

We have issued this Rider in reliance on the statements made in the application. These statements are representations and not warranties. No statement will cause this Rider to be rescinded or will be used in defense of a claim unless contained in a written application. Read the copies of the application for this Rider. If any statement is not true or complete, please tell us.

REINSTATEMENT

In the event of lapse of this Policy and Rider while the Insured is suffering from a Chronic Illness, this Policy and Rider shall be reinstated upon your request within five (5) months after Policy termination, upon proof of Chronic Illness as defined in this Rider and the payment of all premium as required by the Policy to which this Rider is attached.

CLAIM FORMS

We will send claim forms to you when notice of claim is received. If we do not mail the claim forms within 15 calendar days, we will consider that you have complied with the requirement for written proof if you send us proof in writing describing the extent, occurrence and nature of the illness or disease as well as a copy of the required treatment plan.

NOTICE AND PROOF OF CLAIM

Written notice of a claim must be given to us at our home office within 91 days after the beginning of a confinement or service for which benefits are claimed. Written proof of covered confinement or services must be provided to us within one year of the period for which claim is made unless you are legally incapacitated and unable to provide proof sooner. No benefits will be paid in the absence of written proof of covered confinement or covered services. Benefits shall not be payable for a

covered confinement or covered services provided more than one year before the date of our receipt of written proof of claim.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due promptly upon our acceptance of proof of a covered confinement or service. Thereafter, for the remainder of the period for which a Long Term Care Benefit is payable, payments will be made on the Monthly Date

PAYMENT OF CLAIMS

We will pay benefits to you. We will not honor an assignment of benefits. We will pay any benefit due upon or after the death of the Insured to the beneficiary, if living; otherwise in accordance with the terms of the Policy.

COLA

Payment of a Monthly Long Term Care Benefit by us, and acceptance of the Benefit by you shall act as a refusal of any Cost of Living Adjustments (COLA) thereafter due. No COLA adjustments will occur if monthly deductions are being waived under this Rider.

POLICY PROVISIONS

This Rider is considered to be attached to and made a part of the Policy. All provisions of the Policy will apply to this Rider unless noted herein. This Rider is non-participating.

CONFORMITY WITH STATE STATUTES

This Rider is governed by the laws of the state in which it was delivered. We amend this Rider to conform, on its effective date, to the minimum requirements of the state in which it is delivered.

TAX TREATMENT

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. However, we make no representations as to the actual tax status of this Rider, any benefits which may be received, or premiums paid. Neither Lafayette Life nor its representatives give legal, tax, or investment advice or interpretations of tax law. You should contact your personal legal, tax, or investment advisor for such advice.

Signed at Lafayette, Indiana on the Date of Issue.

N. J. Vargo
Secretary

President & CEO

The Lafayette Life Insurance Company

Home Office located at 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903 (Hereafter called: We, Our or Us)

LONG TERM CARE RIDER

Caution: The issuance of this Long Term Care Rider is based upon responses to the questions on your Policy application. A copy of your application is attached to your Policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If for any reason, any of your answers are incorrect, contact the Company at this address: 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903.

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. You should contact your personal legal, tax, or investment advisor for advice regarding the tax consequences of this rider. Please see page 6 "Tax Treatment" for more information.

We agree to pay the Owner the Monthly Long Term Care Benefit provided by this rider when we receive due proof at our home office of the Insured's Chronic Illness and confinement in a Long Term Care Facility, or receipt of professional services in the Insured's own home from a Home Health Care Agency, or in Adult Day Care, subject to the terms and conditions of this Rider.

30 DAY RIGHT TO RETURN

If you are not satisfied for any reason, you may cancel this Rider by delivering or mailing a written notice to us before midnight of the thirtieth day after the day you receive it. Notice given by mail is effective upon being postmarked, properly addressed and postage prepaid. We must return all payments made for this Rider within thirty days after we receive notice of cancellation and the returned Rider.

DEFINITIONS

The terms used in this Rider shall have the same meanings as are set forth in the Policy to which this Rider is attached unless otherwise defined in this Rider.

Activities of Daily Living --

- Dressing Getting clothes from closet and drawers, dressing self, including fasteners, braces and prosthesis;
- Eating Getting food and drink into the body for nourishment; includes cutting meat, buttering bread, using fingers or utensils;
- Toileting Moving self to bathroom when urge to void occurs, arranging clothes, transferring to toilet, cleansing self, transferring off toilet, rearranging clothes, washing hands, and moving out of bathroom;
- Transferring from bed to chair;
- Maintaining continence Recognizing the urge to void in time to get to the toilet and not have an accident; and
- Bathing Turning on water faucets, setting temperature and water level, transferring into tub or shower, washing the whole body, transferring out of tub or shower, drying off completely and emptying tub.

Annual Date

The same date each year as the Rider's effective

Adult Day Care

A program for six (6) or more individuals, of social and health related services, provided during the day in a community group setting for the purpose of supporting frail, impaired, elderly or other adults with disabilities who can benefit from care in a group setting outside the home.

Chronic Illness

An illness or sickness which causes an individual to be unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or a similar level of disability (as determined under regulation prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services); or that requires substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment such as Alzheimer's disease. In addition, such individual must have been certified within the preceding 12-month period by a Licensed Health Care Practitioner as meeting the requirements of the preceding sentence. Chronically III Individual is an individual who has a Chronic Illness.

Home Health Care Agency

- (1) An entity which provides home health care services and has an agreement to act as a provider of home health care services under the Medicare program or is licensed or accredited by state law as a Home Health Care Agency; or
- (2) A Nurse, as defined by this Rider.

Hospita

A "hospital" means a place which meets all of the following requirements:

- 1. Located in the United States:
- Licensed as a hospital by the state in which it is located; and
- 3. Operating within the scope of its license.

Immediate Family

Parents; spouse; siblings; children, including natural, adopted, step, son-in-law and daughter-in-law.

Insured

The Insured is the person shown as the Insured on page 3 of the Policy.

Licensed Health Care Practitioner

Any Physician, Nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long Term Care Facility

A facility, or that part of one, which:

- Is licensed by the jurisdiction in which it is located:
- Is engaged in providing, in addition to room and board accommodations, nursing care and related services on a continuing inpatient basis to 6 or more individuals;

- Is supervised by a Registered Nurse;
- Provides, on a formal prearranged basis, a Nurse who is on duty or on call at all times;
- Has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- 6. Maintains a clinical record of each patient.

It may be a distinct part of a hospital or other institution. It is NOT a place that is primarily used for:

- rest;
- the care and treatment of mental diseases or disorders, drug addiction, or alcoholism;
- day care;
- · educational care; or
- a retirement home or community living center.

Medically Appropriate

Care and services pursuant to a treatment plan which is either:

- Necessary and appropriate for the treatment of a Chronic Illness in accordance with accepted current medical practice; or
- (2) Required because of the Insured's inability to perform at least two of the six Activities of Daily Living.

Before we can determine whether the care and services received are Medically Appropriate, we must receive a copy of the treatment plan. If possible, the Insured's physician should submit a copy of the treatment plan to us prior to the time care and services are received. The treatment plan must be received by us no later than the time the first claim under such treatment plan is submitted. A treatment plan prescribed, ordered, recommended or approved by a physician who has a financial interest in the facility, agency, center or provider administering such plan may not be considered Medically Appropriate.

Monthly Date

The same date each month as the effective date of the Rider.

Nurse

- A Registered Nurse (RN);
- 2. A Licensed Practical Nurse (LPN); or
- 3. A Licensed Vocational Nurse (LVN).

Physician

A person who is legally licensed by the state in which he practices medicine and performs surgery as a doctor of medicine (M.D.) or as a doctor of osteopathy (D.O.). Physician shall not include

you, the Insured, or a member of your or the Insured's immediate family.

Pre-Existing Condition

- A Chronic Illness for which medical advice or treatment was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider; or
- Medically necessary care or service which was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider;

Sickness

An illness or disease.

Waiting Period

The number of days of continuous Chronic Illness requiring confinement in a Long Term Care Facility, or professional services from a Home Health Care Agency, or enrollment in Adult Day Care needed to qualify for benefits. The Waiting Period is 90 days. Benefits will not be paid during this period but will be retroactively paid upon completion of the period.

You, Your

The owner of the Policy as shown in the application, unless subsequently changed as provided for in the Policy.

LONG TERM CARE BENEFIT

We will pay the Long Term Care Benefit on the Monthly Date which next follows the conclusion of each 30 day period during which the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency or at an Adult Day Care if:

- We are provided evidence satisfactory to us that the Insured is suffering from a Chronic Illness (We may require periodic recertification that the Insured is suffering from a Chronic Illness, but not more frequently than once every 90 days);
- We are provided evidence satisfactory to us that the treatment is Medically Appropriate (We may require periodic recertification that the treatment continues to be Medically Appropriate, but not more frequently than once every 90 days);

- 3. The Company is provided with a second certification satisfactory to it, from a Physician of its choice, indicating that the Insured is suffering from a Chronic Illness and confirming that the treatment plan is Medically Appropriate. This examination shall be done at the Company's expense and shall be conclusive as to whether the Insured qualifies for receipt of a benefit under this Rider. The Company may, at its sole discretion, waive the requirement of a second certification;
- The Waiting Period requirement has been satisfied:
- The Exclusions and Limitations do not apply;
- The Pre-existing Condition Limitation does not apply; and
- The confinement or services took place while this Rider was in force.

SUCCESSIVE PERIODS OF CONFINEMENT

Successive periods of confinement in a Long Term Care Facility or successive service periods provided by a Home Health Care Agency or Adult Day Care will be considered as a single period if such confinement or service:

- Occurs within 90 days of a prior confinement or service for which benefits were paid; and
- 2. Is due to the same or related causes as the prior confinement or services.

AMOUNT OF MONTHLY LONG TERM CARE BENEFIT

The Monthly Long Term Care Benefit payable for each month the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency will be:

 The lesser of \$5,000.00 or 2% of the Specified Amount at the time the initial confinement or service begins

MINUS

 The loan balance at the time of each monthly benefit payment multiplied by the ratio of the amount of the reduction in Specified Amount as a result of each Long Term Care Benefit payment to the Specified Amount prior to that reduction. The Monthly Long Term Care Benefit payable for each month the Insured receives services at an Adult Day Care will be:

 The lesser of \$2,500.00 or 1% of the Specified Amount at the time the initial confinement or service begins

MINUS

 The loan balance at the time of each monthly benefit payment multiplied by the ratio of the amount of the reduction in Specified Amount as a result of each Long Term Care Benefit payment to the Specified Amount prior to that reduction.

Any amount deducted in determination of a Monthly Long Term Care Benefit as a result of indebtedness will be used to reduce the loan.

One-thirtieth (1/30th) of the monthly benefit will be paid for each day of a partial month where the Insured is confined in a Long Term Care Facility or is receiving services from a Home Health Care Agency or Adult Day Care.

EFFECT ON THE POLICY OF PAYMENT OF LONG TERM CARE BENEFITS

The following adjustments to the Policy will be made as of each Monthly Date on or following the payment of a Long Term Care Benefit. The Specified Amount will be reduced by the amount of the Long Term Care Benefit prior to any reduction for indebtedness. The Policy Value will be reduced by multiplying its amount by the ratio of the Specified Amount AFTER the reduction for payment of the Monthly Long Term Care Benefit to the Specified Amount PRIOR to the reduction for payment of the Monthly Long Term Care Benefit. The reduction in Policy Value will never be greater than the reduction in Specified Amount.

The Surrender Charge and any indebtedness will be reduced by multiplying their respective amounts by the ratio of the Policy Value AFTER the reduction as a result of payment of the Monthly Long Term Care Benefit to the Policy Value PRIOR to the reduction as a result of payment of the Monthly Long Term Care Benefit.

The reduction in Specified Amount will first be applied to the most recent increase in Specified Amount and then to other increases in the reverse

order in which they occurred. The Policy Value, Cash Value and Net Cash Value will continue to be calculated as described in the Policy.

Once payment of a Long Term Care Benefit has occurred, no reductions in the Specified Amount will be permitted except as provided by this Rider and allowed by any Accelerated Benefit Rider attached to this Policy. An election of an accelerated benefit payment will terminate this Rider.

COST OF INSURANCE

The cost of insurance for this Rider is included in the monthly deductions for this Policy and is determined each month as follows:

> The lesser of the Specified Amount as of the Monthly Date or \$250,000.00.

> > 3\$435,000}

DIVIDED BY

1000.

MULTIPLIED BY

 The Monthly Cost of Insurance Rate for this Rider.

The Monthly Cost of Insurance Rate for this Rider is based on the Insured's attained age and rate class. The Monthly Cost of Insurance Rate is determined each month by using the Insured's age on the prior Annual Date.

The Guaranteed Maximum Rates for this Rider are shown on page 5C of the Policy. We may use Long Term Care Cost of Insurance Rates lower than the guaranteed rates but we will never charge in excess of the guaranteed rates.

WAIVER OF MONTHLY DEDUCTIONS

For each month you receive a Monthly Long Term Care Benefit, we will waive the monthly deduction for the Policy to which this Rider is attached. This deduction includes the Cost of Insurance for this Rider. We will stop waiving this amount on the first Monthly Date after the Long Term Care Benefits cease unless the Insured otherwise qualifies for waiver of monthly deductions under the Waiver of Monthly Deduction Benefit Rider and that rider is included in your Policy.

EXCLUSIONS AND LIMITATIONS

Benefits are not provided for confinement or services:

- Due to alcoholism, drug addiction or chemical dependency, unless as a result of medication prescribed by a Physician;
- Due to intentionally self-inflicted injuries or attempt at suicide while sane or insane;
- For treatment, provided without cost to the Insured, in any facility contracted for or operated by the United States government;
- Due to mental, nervous, psychotic or psychoneurotic deficiencies or disorders without demonstrable organic disease; however, this rider WILL cover qualifying stays or services resulting from Alzheimer's disease, or similar forms of senility or senile dementia;
- Due to injury or sickness caused by war or any act of war, declared or undeclared;
- For any work related sickness or injury or for any treatment provided by Worker's Compensation;
- Resulting from committing or attempting to commit a felony; or
- Outside the United States of America;

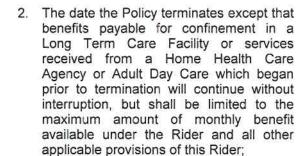
Pre-existing Condition Limitation

The Insured will not be eligible for Long Term Care Benefits due to confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care resulting from a Pre-Existing Condition if the confinement or services begin within six (6) months following the effective date of this Rider.

TERMINATION

This Rider will terminate on the earliest of the following dates:

 The date on which the Specified Amount has been reduced due to the payment of Long Term Care Benefits by the lesser of \$180,000 or 72% of the Specified Amount as of the date the initial confinement or services began;



- The date of death of the Insured except with respect to claims incurred prior to death;
- The date a Nonforfeiture Option under the Policy, if any, becomes effective;
- The date we receive your written request for termination of this Rider;
- The date we make payment to the Owner under any Accelerated Benefit Rider attached to this Policy.

LAPSE

This Rider is subject to the Grace Period provisions of the Policy. However, we shall provide notice of lapse or termination to you and to any person designated by you to receive such notice.

THE CONTRACT

In this Rider, "Policy" means the Policy in which you have requested that this rider be included. "Page 3" means page 3 of the Policy.

This Rider is issued in consideration of the application and the payment of premium as provided. The amount of planned premium is shown on page 3 of the Policy.

INCONTESTABILITY

We may not contest this Rider or any increase in the Monthly Long Term Care Benefit resulting from an increase in the policy's Specified Amount except for nonpayment of a needed premium. If the Policy to which this Rider is attached terminates as a result of rescission due to a misrepresentation during the contestable period, or for any other reason, this Rider shall also terminate.



MISSTATEMENT OF AGE OR SMOKING STATUS

If the Insured's age or smoking status has been misstated, we will adjust all benefits by the difference between the cost of insurance deducted for the Rider and the cost of insurance that would have been deducted for the correct age and smoking status.

RELIANCE

We have issued this Rider in reliance on the statements made in the application. These statements are representations and not warranties. No statement will cause this Rider to be rescinded or will be used in defense of a claim unless contained in a written application. Read the copies of the application for this Rider. If any statement is not true or complete, please tell us.

REINSTATEMENT

In the event of lapse of this Policy and Rider while the Insured is suffering from a Chronic Illness, this Policy and Rider shall be reinstated upon your request within five (5) months after Policy termination, upon proof of Chronic Illness as defined in this Rider and the payment of all premium as required by the Policy to which this Rider is attached.

CLAIM FORMS

We will send claim forms to you when notice of claim is received. If we do not mail the claim forms within 15 calendar days, we will consider that you have complied with the requirement for written proof if you send us proof in writing describing the extent, occurrence and nature of the illness or disease as well as a copy of the required treatment plan.

NOTICE AND PROOF OF CLAIM

Written notice of a claim must be given to us at our home office within 91 days after the beginning of a confinement or service for which benefits are claimed. Written proof of covered confinement or services must be provided to us within one year of the period for which claim is made unless you are legally incapacitated and unable to provide proof sooner. No benefits will be paid in the absence of written proof of covered confinement or covered services. Benefits shall not be payable for a

covered confinement or covered services provided more than one year before the date of our receipt of written proof of claim.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due promptly upon our acceptance of proof of a covered confinement or service. Thereafter, for the remainder of the period for which a Long Term Care Benefit is payable, payments will be made on the Monthly Date.

PAYMENT OF CLAIMS

We will pay benefits to you. We will not honor an assignment of benefits. We will pay any benefit due upon or after the death of the Insured to the beneficiary, if living; otherwise in accordance with the terms of the Policy.

COLA

Payment of a Monthly Long Term Care Benefit by us, and acceptance of the Benefit by you shall act as a refusal of any Cost of Living Adjustments (COLA) thereafter due. No COLA adjustments will occur if monthly deductions are being waived under this Rider.

POLICY PROVISIONS

This Rider is considered to be attached to and made a part of the Policy. All provisions of the Policy will apply to this Rider unless noted herein. This Rider is non-participating.

CONFORMITY WITH STATE STATUTES

This Rider is governed by the laws of the state in which it was delivered. We amend this Rider to conform, on its effective date, to the minimum requirements of the state in which it is delivered.

TAX TREATMENT

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. However, we make no representations as to the actual tax status of this Rider, any benefits which may be received, or premiums paid. Neither Lafayette Life nor its representative give legal, tax, or investment advice or interpretations of tax law. You should contact your personal legal, tax, or investment advisor for such advice.

Signed at Lafayette, Indiana on the Date of Issue.

N. J. Vargo
Secretary

President& CEO

The Lafayette Life Insurance Company

Home Office located at 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903 (Hereafter called: We, Our or Us)

LONG TERM CARE RIDER

Caution: The issuance of this Long Term Care Rider is based upon responses to the questions on your Policy application. A copy of your application is attached to your Policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If for any reason, any of your answers are incorrect, contact the Company at this address: 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903.

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. You should contact your personal legal, tax, or investment advisor for advice regarding the tax consequences of this rider. Please see page 6 "Tax Treatment" for more information.

We agree to pay the Owner the Monthly Long Term Care Benefit provided by this rider when we receive due proof at our home office of the Insured's Chronic Illness and confinement in a Long Term Care Facility, or receipt of professional services in the Insured's own home from a Home Health Care Agency, or in Adult Day Care, subject to the terms and conditions of this Rider.

30 DAY RIGHT TO RETURN

If you are not satisfied for any reason, you may cancel this Rider by delivering or mailing a written notice to us before midnight of the thirtieth day after the day you receive it. Notice given by mail is effective upon being postmarked, properly addressed and postage prepaid. We must return all payments made for this Rider within thirty days after we receive notice of cancellation and the returned Rider.

DEFINITIONS

The terms used in this Rider shall have the same meanings as are set forth in the Policy to which this Rider is attached unless otherwise defined in this Rider.

Activities of Daily Living --

- Dressing Getting clothes from closet and drawers, dressing self, including fasteners, braces and prosthesis;
- Eating Getting food and drink into the body for nourishment; includes cutting meat, buttering bread, using fingers or utensils;
- Toileting Moving self to bathroom when urge to void occurs, arranging clothes, transferring to toilet, cleansing self, transferring off toilet, rearranging clothes, washing hands, and moving out of bathroom;
- Transferring from bed to chair;
- Maintaining continence Recognizing the urge to void in time to get to the toilet and not have an accident; and
- Bathing Turning on water faucets, setting temperature and water level, transferring into tub or shower, washing the whole body, transferring out of tub or shower, drying off completely and emptying tub.

Annual Date

The same date each year as the Rider's effective date.

Adult Day Care

A program for six (6) or more individuals, of social and health related services, provided during the day in a community group setting for the purpose of supporting frail, impaired, elderly or other adults with disabilities who can benefit from care in a group setting outside the home.

Chronic Illness

An illness or sickness which causes an individual to be unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or a similar level of disability (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services); or that requires substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment such as Alzheimer's disease. In addition, such individual must have been certified within the preceding 12-month period by a Licensed Health Care Practitioner as meeting the requirements of the preceding sentence. Chronically III Individual is an individual who has a Chronic Illness.

Home Health Care Agency

- An entity which provides home health care services and has an agreement to act as a provider of home health care services under the Medicare program or is licensed or accredited by state law as a Home Health Care Agency; or
- (2) A Nurse, as defined by this Rider.

Hospital

A "hospital" means a place which meets all of the following requirements:

- 1. Located in the United States;
- Licensed as a hospital by the state in which it is located; and
- Operating within the scope of its license.

Immediate Family

Parents; spouse; siblings; children, including natural, adopted, step, son-in-law and daughter-in-law.

Insured

The Insured is the person shown as the Insured on page 3 of the Policy.

Licensed Health Care Practitioner

Any Physician, Nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long Term Care Facility

A facility, or that part of one, which:

- Is licensed by the jurisdiction in which it is located:
- Is engaged in providing, in addition to room and board accommodations, nursing care and related services on a continuing inpatient basis to 6 or more individuals;

- Is supervised by a Registered Nurse;
- Provides, on a formal prearranged basis, a Nurse who is on duty or on call at all times;
- Has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- 6. Maintains a clinical record of each patient.

It may be a distinct part of a hospital or other institution. It is NOT a place that is primarily used for:

- rest
- the care and treatment of mental diseases or disorders, drug addiction, or alcoholism;
- day care;
- · educational care; or
- a retirement home or community living center.

Medically Appropriate

Care and services pursuant to a treatment plan which is either:

- Necessary and appropriate for the treatment of a Chronic Illness in accordance with accepted current medical practice; or
- (2) Required because of the Insured's inability to perform at least two of the six Activities of Daily Living.

Before we can determine whether the care and services received are Medically Appropriate, we must receive a copy of the treatment plan. If possible, the Insured's physician should submit a copy of the treatment plan to us prior to the time care and services are received. The treatment plan must be received by us no later than the time the first claim under such treatment plan is submitted. A treatment plan prescribed, ordered, recommended or approved by a physician who has a financial interest in the facility, agency, center or provider administering such plan may not be considered Medically Appropriate.

Monthly Date

The same date each month as the effective date of the Rider.

Nurse

- A Registered Nurse (RN);
- 2. A Licensed Practical Nurse (LPN); or
- 3. A Licensed Vocational Nurse (LVN).

Physician

A person who is legally licensed by the state in which he practices medicine and performs surgery as a doctor of medicine (M.D.) or as a doctor of osteopathy (D.O.). Physician shall not include

you, the Insured, or a member of your or the Insured's immediate family.

Pre-Existing Condition

- A Chronic Illness for which medical advice or treatment was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider; or
- Medically necessary care or service which was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider;

Sickness

An illness or disease.

Waiting Period

The number of days of continuous Chronic Illness requiring confinement in a Long Term Care Facility, or professional services from a Home Health Care Agency, or enrollment in Adult Day Care needed to qualify for benefits. The Waiting Period is 90 days. Benefits will not be paid during this period but will be retroactively paid upon completion of the period.

You, Your

The owner of the Policy as shown in the application, unless subsequently changed as provided for in the Policy.

LONG TERM CARE BENEFIT

We will pay the Long Term Care Benefit on the Monthly Date which next follows the conclusion of each 30 day period during which the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency or at an Adult Day Care if:

- We are provided evidence satisfactory to us that the Insured is suffering from a Chronic Illness (We may require periodic recertification that the Insured is suffering from a Chronic Illness, but not more frequently than once every 90 days);
- We are provided evidence satisfactory to us that the treatment is Medically Appropriate (We may require periodic recertification that the treatment continues to be Medically Appropriate, but not more frequently than once every 90 days);
- The Company is provided with a second certification satisfactory to it, from a

Physician of its choice, indicating that the Insured is suffering from a Chronic Illness and confirming that the treatment plan is Medically Appropriate. This examination shall be done at the Company's expense and shall be conclusive as to whether the Insured qualifies for receipt of a benefit under this Rider. The Company may, at its sole discretion, waive the requirement of a second certification:

- The Waiting Period requirement has been satisfied:
- The Exclusions and Limitations do not apply;
- The Pre-existing Condition Limitation does not apply; and
- The confinement or services took place while this Rider was in force.

SUCCESSIVE PERIODS OF CONFINEMENT

Successive periods of confinement in a Long Term Care Facility or successive service periods provided by a Home Health Care Agency or Adult Day Care will be considered as a single period if such confinement or service:

- Occurs within 90 days of a prior confinement or service for which benefits were paid; and
- Is due to the same or related causes as the prior confinement or services.

AMOUNT OF MONTHLY LONG TERM CARE BENEFIT

The Monthly Long Term Care Benefit payable for each month the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency will be:

 The lesser of {\$8,700}\$5,000.00 or 2% of the Basic Amount at the time the initial confinement or service begins

MINUS

 The reduction in the Policy indebtedness as a result of the payment of each Monthly Long Term Care Benefit.

The Monthly Long Term Care Benefit payable for each month the Insured receives services at an Adult Day Care will be:

 The lesser of (\$4,350)\$2,500.00 or 1% of the Basic Amount at the time the initial confinement or service begins

MINUS

 The reduction in the Policy indebtedness as a result of the payment of each Monthly Long Term Care Benefit.

Any amount deducted in determination of a Monthly Long Term Care Benefit as a result of indebtedness will be used to reduce the loan.

One-thirtieth (1/30th) of the monthly benefit will be paid for each day of a partial month where the Insured is confined in a Long Term Care Facility or is receiving services from a Home Health Care Agency or Adult Day Care.

EFFECT ON THE POLICY OF PAYMENT OF LONG TERM CARE BENEFITS

The following adjustments to the Policy will be made as of each Monthly Date on or following the payment of a Long Term Care Benefit:

- The Basic Amount will be reduced by the amount of the Long Term Care Benefit prior to any reduction for indebtedness.
- Current and future Guaranteed Cash Values will be reduced by multiplying their amount by the ratio of the Basic Amount AFTER the reduction for payment of the Monthly Long Term Care Benefit to the Basic Amount PRIOR to the reduction for payment of the Monthly Long Term Care Benefit.
- Any indebtedness will be reduced by multiplying the loan balance by the ratio of the Cash Value AFTER the reduction as a result of payment of the Monthly Long Term Care Benefit to the Cash Value PRIOR to the reduction as a result of payment of the Monthly Long Term Care Benefit.
- The remaining stated Premiums for the Policy will be based on the revised Basic Amount.

The Cash Value is defined in the Policy to include the cash value of any paid-up additions and any remaining dividend accumulations whereas the Guaranteed Cash Value is a tabular amount based only the the Basic Amount of the Policy. The Cash Value and Net Cash Value will continue to be calculated as described in the Policy.

An election of an accelerated benefit payment under any Accelerated Benefit Rider attached to this Policy will terminate this Rider.

PREMIUMS FOR THIS RIDER

The premiums for this Rider are shown on page 3 of the Policy.

WAIVER OF PREMIUM

For each month you receive a Monthly Long Term Care Benefit, we will waive the premium for the Policy to which this Rider is attached. This premium includes the premium for this Rider. We will stop waiving this amount on the first Monthly Date after the Long Term Care Benefits cease unless the Insured otherwise qualifies for waiver of premiums under the Waiver of Premium Benefit Rider and that rider is included in your Policy.

EXCLUSIONS AND LIMITATIONS

Benefits are not provided for confinement or services:

- Due to alcoholism, drug addiction or chemical dependency, unless as a result of medication prescribed by a Physician;
- Due to intentionally self-inflicted injuries or attempt at suicide while sane or insane;
- For treatment, provided without cost to the Insured, in any facility contracted for or operated by the United States government;
- Due to mental, nervous, psychotic or psychoneurotic deficiencies or disorders without demonstrable organic disease; however, this rider WILL cover qualifying stays or services resulting from Alzheimer's disease, or similar forms of senility or senile dementia;
- Due to injury or sickness caused by war or any act of war, declared or undeclared;
- For any work related sickness or injury or for any treatment provided by Worker's Compensation;

- Resulting from committing or attempting to commit a felony; or
- 8. Outside the United States of America:

Pre-existing Condition Limitation

The Insured will not be eligible for Long Term Care Benefits due to confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care resulting from a Pre-Existing Condition if the confinement or services begin within six (6) months following the effective date of this Rider.

TERMINATION

This Rider will terminate on the earliest of the following dates:

- The date on which the Basic Amount has been reduced due to the payment of Long Term Care Benefits by the lesser of (\$313,200)\$180,000 or 72% of the Basic Amount as of the date the initial confinement or services began;
- 2. The date the Policy terminates except that benefits payable for confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care which began prior to termination will continue without interruption, but shall be limited to the maximum amount of monthly benefit available under the Rider and all other applicable provisions of this Rider;
- The date of death of the Insured except with respect to claims incurred prior to death;
- The date a Nonforfeiture Option under the Policy becomes effective;
- The date we receive your written request for termination of this Rider;
- The date we make payment to the Owner under any Accelerated Benefit Rider attached to this Policy.

LAPSE

This Rider is subject to the Grace Period provisions of the Policy. However, we shall provide notice of lapse or termination to you and to any person designated by you to receive such notice.

THE CONTRACT

In this Rider, "Policy" means the Policy in which you have requested that this rider be included. "Page 3" means page 3 of the Policy.

This Rider is issued in consideration of the application and the payment of premium as provided. The premiums for this Rider are shown on page 3 of the Policy.

INCONTESTABILITY

We may not contest this Rider except for failure to pay premiums. If the Policy to which this Rider is attached terminates as a result of rescission due to a misrepresentation during the contestable period, or for any other reason, this Rider shall also terminate.

MISSTATEMENT OF AGE OR SMOKING STATUS

If the Insured's age or smoking status has been misstated, we will adjust all benefits to the amount which the premiums paid for the Rider would have purchased at the correct age and smoking status.

RELIANCE

We have issued this Rider in reliance on the statements made in the application. These statements are representations and not warranties. No statement will cause this Rider to be rescinded or will be used in defense of a claim unless contained in a written application. Read the copies of the application for this Rider. If any statement is not true or complete, please tell us.

REINSTATEMENT

In the event of lapse of this Policy and Rider while the Insured is suffering from a Chronic Illness, this Policy and Rider shall be reinstated upon your request within five (5) months after Policy termination, upon proof of Chronic Illness as defined in this Rider and the payment of all premium as required by the Policy to which this Rider is attached.

CLAIM FORMS

We will send claim forms to you when notice of claim is received. If we do not mail the claim forms within 15 calendar days, we will consider that you have complied with the requirement for written proof if you send us proof in writing describing the extent, occurrence and nature of the illness or disease as well as a copy of the required treatment plan.

NOTICE AND PROOF OF CLAIM

Written notice of a claim must be given to us at our home office within 91 days after the beginning of a confinement or service for which benefits are claimed. Written proof of covered confinement or services must be provided to us within one year of the period for which claim is made unless you are legally incapacitated and unable to provide proof sooner. No benefits will be paid in the absence of written proof of covered confinement or covered services. Benefits shall not be payable for a covered confinement or covered services provided more than one year before the date of our receipt of written proof of claim.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due promptly upon our acceptance of proof of a covered confinement or service. Thereafter, for the remainder of the period for which a Long Term Care Benefit is

payable, payments will be made on the Monthly Date.

PAYMENT OF CLAIMS

We will pay benefits to you. We will not honor an assignment of benefits. We will pay any benefit due upon or after the death of the Insured to the beneficiary, if living; otherwise in accordance with the terms of the Policy.

POLICY PROVISIONS

This Rider is considered to be attached to and made a part of the Policy. All provisions of the Policy will apply to this Rider unless noted herein. This Rider is non-participating.

CONFORMITY WITH STATE STATUTES

This Rider is governed by the laws of the state in which it was delivered. We amend this Rider to conform, on its effective date, to the minimum requirements of the state in which it is delivered.

TAX TREATMENT

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. However, we make no representations as to the actual tax status of this Rider, any benefits which may be received, or premiums paid. Neither Lafayette Life nor its representatives give legal, tax, or investment advice or interpretations of tax law. You should contact your personal legal, tax, or investment advisor for such advice.

Signed at Lafayette, Indiana on the Date of Issue.

R. J. Vargo
Secretary

President & CEO

The Lafayette Life Insurance Company

Home Office located at 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903 (Hereafter called: We, Our or Us)

LONG TERM CARE RIDER

Caution: The issuance of this Long Term Care Rider is based upon responses to the questions on your Policy application. A copy of your application is attached to your Policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If for any reason, any of your answers are incorrect, contact the Company at this address: 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903.

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by the Insured during the period of coverage. The buyer is advised to review carefully all Policy limitations.

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. You should contact your personal legal, tax, or investment advisor for advice regarding the tax consequences of this rider. Please see page 6 "Tax Treatment" for more information.

We agree to pay the Owner the Monthly Long Term Care Benefit provided by this rider when we receive due proof at our home office of the Insured's Chronic Illness and confinement in a Long Term Care Facility, or receipt of professional services in the Insured's own home from a Home Health Care Agency, or in Adult Day Care, subject to the terms and conditions of this Rider.

30 DAY RIGHT TO RETURN

If you are not satisfied for any reason, you may cancel this Rider by delivering or mailing a written notice to us before midnight of the thirtieth day after the day you receive it. Notice given by mail is effective upon being postmarked, properly addressed and postage prepaid. We must return all payments made for this Rider within thirty days after we receive notice of cancellation and the returned Rider.

DEFINITIONS

The terms used in this Rider shall have the same meanings as are set forth in the Policy to which this Rider is attached unless otherwise defined in this Rider.

Activities of Daily Living --

- Dressing Getting clothes from closet and drawers, dressing self, including fasteners, braces and prosthesis;
- Eating Getting food and drink into the body for nourishment; includes cutting meat, buttering bread, using fingers or utensils;
- Toileting Moving self to bathroom when urge to void occurs, arranging clothes, transferring to toilet, cleansing self, transferring off toilet, rearranging clothes, washing hands, and moving out of bathroom;
- Transferring from bed to chair;
- Maintaining continence Recognizing the urge to void in time to get to the toilet and not have an accident; and
- Bathing Turning on water faucets, setting temperature and water level, transferring into tub or shower, washing the whole body, transferring out of tub or shower, drying off completely and emptying tub.

Annual Date

The same date each year as the Rider's effective date.

Adult Day Care

A program for six (6) or more individuals, of social and health related services, provided during the day in a community group setting for the purpose of supporting frail, impaired, elderly or other adults with disabilities who can benefit from care in a group setting outside the home.

Chronic Illness

An illness or sickness which causes an individual to be unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or a similar level of disability (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services); or that requires substantial supervision to protect such individual from threats to health and safety due to severe cognitive impairment such as Alzheimer's disease. In addition, such individual must have been certified within the preceding 12-month period by a Licensed Health Care Practitioner as meeting the requirements of the preceding sentence. Chronically III Individual is an individual who has a Chronic Illness.

Home Health Care Agency

- An entity which provides home health care services and has an agreement to act as a provider of home health care services under the Medicare program or is licensed or accredited by state law as a Home Health Care Agency; or
- (2) A Nurse, as defined by this Rider.

Hospital

A "hospital" means a place which meets all of the following requirements:

- Located in the United States:
- Licensed as a hospital by the state in which it is located; and
- 3. Operating within the scope of its license.

Immediate Family

Parents; spouse; siblings; children, including natural, adopted, step, son-in-law and daughter-in-law.

Insured

The Insured is the person shown as the Insured on page 3 of the Policy.

Licensed Health Care Practitioner

Any Physician, Nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long Term Care Facility

A facility, or that part of one, which:

- Is licensed by the jurisdiction in which it is located;
- Is engaged in providing, in addition to room and board accommodations, nursing care and related services on a continuing inpatient basis to 6 or more individuals;

- 3. Is supervised by a Registered Nurse;
- Provides, on a formal prearranged basis, a Nurse who is on duty or on call at all times;
- Has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- Maintains a clinical record of each patient.

It may be a distinct part of a hospital or other institution. It is NOT a place that is primarily used for:

- rest;
- the care and treatment of mental diseases or disorders, drug addiction, or alcoholism;
- day care;
- · educational care; or
- a retirement home or community living center.

Medically Appropriate

Care and services pursuant to a treatment plan which is either:

- Necessary and appropriate for the treatment of a Chronic Illness in accordance with accepted current medical practice; or
- (2) Required because of the Insured's inability to perform at least two of the six Activities of Daily Living.

Before we can determine whether the care and services received are Medically Appropriate, we must receive a copy of the treatment plan. If possible, the Insured's physician should submit a copy of the treatment plan to us prior to the time care and services are received. The treatment plan must be received by us no later than the time the first claim under such treatment plan is submitted. A treatment plan prescribed, ordered, recommended or approved by a physician who has a financial interest in the facility, agency, center or provider administering such plan may not be considered Medically Appropriate.

Monthly Date

The same date each month as the effective date of the Rider.

Nurse

- A Registered Nurse (RN);
- 2. A Licensed Practical Nurse (LPN); or
- 3. A Licensed Vocational Nurse (LVN).

Physician

A person who is legally licensed by the state in which he practices medicine and performs surgery as a doctor of medicine (M.D.) or as a doctor of osteopathy (D.O.). Physician shall not include

you, the Insured, or a member of your or the Insured's immediate family.

Pre-Existing Condition

- A Chronic Illness for which medical advice or treatment was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider; or
- Medically necessary care or service which was recommended by or received from a Physician within the six (6) months preceding the effective date of this Rider;

Sickness

An illness or disease.

Waiting Period

The number of days of continuous Chronic Illness requiring confinement in a Long Term Care Facility, or professional services from a Home Health Care Agency, or enrollment in Adult Day Care needed to qualify for benefits. The Waiting Period is 90 days. Benefits will not be paid during this period but will be retroactively paid upon completion of the period.

You, Your

The owner of the Policy as shown in the application, unless subsequently changed as provided for in the Policy.

LONG TERM CARE BENEFIT

We will pay the Long Term Care Benefit on the Monthly Date which next follows the conclusion of each 30 day period during which the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency or at an Adult Day Care if:

- We are provided evidence satisfactory to us that the Insured is suffering from a Chronic Illness (We may require periodic recertification that the Insured is suffering from a Chronic Illness, but not more frequently than once every 90 days);
- We are provided evidence satisfactory to us that the treatment is Medically Appropriate (We may require periodic recertification that the treatment continues to be Medically Appropriate, but not more frequently than once every 90 days);
- 3. The Company is provided with a second certification satisfactory to it, from a

Physician of its choice, indicating that the Insured is suffering from a Chronic Illness and confirming that the treatment plan is Medically Appropriate. This examination shall be done at the Company's expense and shall be conclusive as to whether the Insured qualifies for receipt of a benefit under this Rider. The Company may, at its sole discretion, waive the requirement of a second certification;

- The Waiting Period requirement has been satisfied;
- The Exclusions and Limitations do not apply;
- The Pre-existing Condition Limitation does not apply; and
- The confinement or services took place while this Rider was in force.

SUCCESSIVE PERIODS OF CONFINEMENT

Successive periods of confinement in a Long Term Care Facility or successive service periods provided by a Home Health Care Agency or Adult Day Care will be considered as a single period if such confinement or service:

- Occurs within 90 days of a prior confinement or service for which benefits were paid; and
- Is due to the same or related causes as the prior confinement or services.

AMOUNT OF MONTHLY LONG TERM CARE BENEFIT

The Monthly Long Term Care Benefit payable for each month the Insured is confined in a Long Term Care Facility or receiving services from a Home Health Care Agency will be:

 The lesser of \$\\$8,700\\$5,000.00 or 2% of the Basic Amount at the time the initial confinement or service begins

MINUS

 The reduction in the Policy indebtedness as a result of the payment of each Monthly Long Term Care Benefit.

The Monthly Long Term Care Benefit payable for each month the Insured receives services at an Adult Day Care will be:

 The lesser of (\$4,350)\$2,500.00 or 1% of the Basic Amount at the time the initial confinement or service begins

MINUS

 The reduction in the Policy indebtedness as a result of the payment of each Monthly Long Term Care Benefit.

Any amount deducted in determination of a Monthly Long Term Care Benefit as a result of indebtedness will be used to reduce the loan.

One-thirtieth (1/30th) of the monthly benefit will be paid for each day of a partial month where the Insured is confined in a Long Term Care Facility or is receiving services from a Home Health Care Agency or Adult Day Care.

EFFECT ON THE POLICY OF PAYMENT OF LONG TERM CARE BENEFITS

The following adjustments to the Policy will be made as of each Monthly Date on or following the payment of a Long Term Care Benefit:

- The Basic Amount will be reduced by the amount of the Long Term Care Benefit prior to any reduction for indebtedness.
- Current and future Guaranteed Cash Values will be reduced by multiplying their amount by the ratio of the Basic Amount AFTER the reduction for payment of the Monthly Long Term Care Benefit to the Basic Amount PRIOR to the reduction for payment of the Monthly Long Term Care Benefit.
- Any indebtedness will be reduced by multiplying the loan balance by the ratio of the Cash Value AFTER the reduction as a result of payment of the Monthly Long Term Care Benefit to the Cash Value PRIOR to the reduction as a result of payment of the Monthly Long Term Care Benefit.
- The remaining stated Premiums for the Policy will be based on the revised Basic Amount.

The Cash Value is defined in the Policy to include the cash value of any paid-up additions and any remaining dividend accumulations whereas the Guaranteed Cash Value is a tabular amount based only the the Basic Amount of the Policy. The Cash Value and Net Cash Value will continue to be calculated as described in the Policy.

An election of an accelerated benefit payment under any Accelerated Benefit Rider attached to this Policy will terminate this Rider.

PREMIUMS FOR THIS RIDER

The premiums for this Rider are shown on page 3 of the Policy.

WAIVER OF PREMIUM

For each month you receive a Monthly Long Term Care Benefit, we will waive the premium for the Policy to which this Rider is attached. This premium includes the premium for this Rider. We will stop waiving this amount on the first Monthly Date after the Long Term Care Benefits cease unless the Insured otherwise qualifies for waiver of premiums under the Waiver of Premium Benefit Rider and that rider is included in your Policy.

EXCLUSIONS AND LIMITATIONS

Benefits are not provided for confinement or services:

- Due to alcoholism, drug addiction or chemical dependency, unless as a result of medication prescribed by a Physician;
- Due to intentionally self-inflicted injuries or attempt at suicide while sane or insane;
- For treatment, provided without cost to the Insured, in any facility contracted for or operated by the United States government;
- 4. Due to mental, nervous, psychotic or psychoneurotic deficiencies or disorders without demonstrable organic disease; however, this rider WILL cover qualifying stays or services resulting from Alzheimer's disease, or similar forms of senility or senile dementia;
- Due to injury or sickness caused by war or any act of war, declared or undeclared;
- For any work related sickness or injury or for any treatment provided by Worker's Compensation;

- Resulting from committing or attempting to commit a felony; or
- 8. Outside the United States of America:

Pre-existing Condition Limitation

The Insured will not be eligible for Long Term Care Benefits due to confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care resulting from a Pre-Existing Condition if the confinement or services begin within six (6) months following the effective date of this Rider.

TERMINATION

This Rider will terminate on the earliest of the following dates:

- The date on which the Basic Amount has been reduced due to the payment of Long Term Care Benefits by the lesser of (\$313,200)\$180,000 or 72% of the Basic Amount as of the date the initial confinement or services began;
- 2. The date the Policy terminates except that benefits payable for confinement in a Long Term Care Facility or services received from a Home Health Care Agency or Adult Day Care which began prior to termination will continue without interruption, but shall be limited to the maximum amount of monthly benefit available under the Rider and all other applicable provisions of this Rider:
- The date of death of the Insured except with respect to claims incurred prior to death;
- The date a Nonforfeiture Option under the Policy becomes effective;
- 5. The date we receive your written request for termination of this Rider;
- The date we make payment to the Owner under any Accelerated Benefit Rider attached to this Policy.

LAPSE

This Rider is subject to the Grace Period provisions of the Policy. However, we shall provide notice of lapse or termination to you and to any person designated by you to receive such notice.

THE CONTRACT

In this Rider, "Policy" means the Policy in which you have requested that this rider be included. "Page 3" means page 3 of the Policy.

This Rider is issued in consideration of the application and the payment of premium as provided. The premiums for this Rider are shown on page 3 of the Policy.

INCONTESTABILITY

We may not contest this Rider except for failure to pay premiums. If the Policy to which this Rider is attached terminates as a result of rescission due to a misrepresentation during the contestable period, or for any other reason, this Rider shall also terminate.

MISSTATEMENT OF AGE, SEX OR SMOKING STATUS

If the Insured's age, sex or smoking status has been misstated, we will adjust all benefits to the amount which the premiums paid for the Rider would have purchased at the correct age, sex and smoking status.

RELIANCE

We have issued this Rider in reliance on the statements made in the application. These statements are representations and not warranties. No statement will cause this Rider to be rescinded or will be used in defense of a claim unless contained in a written application. Read the copies of the application for this Rider. If any statement is not true or complete, please tell us.

REINSTATEMENT

In the event of lapse of this Policy and Rider while the Insured is suffering from a Chronic Illness, this Policy and Rider shall be reinstated upon your request within five (5) months after Policy termination, upon proof of Chronic Illness as defined in this Rider and the payment of all premium as required by the Policy to which this Rider is attached.

CLAIM FORMS

We will send claim forms to you when notice of claim is received. If we do not mail the claim forms within 15 calendar days, we will consider that you have complied with the requirement for written proof if you send us proof in writing describing the extent, occurrence and nature of the illness or disease as well as a copy of the required treatment plan.

NOTICE AND PROOF OF CLAIM

Written notice of a claim must be given to us at our home office within 91 days after the beginning of a confinement or service for which benefits are claimed. Written proof of covered confinement or services must be provided to us within one year of the period for which claim is made unless you are legally incapacitated and unable to provide proof sooner. No benefits will be paid in the absence of written proof of covered confinement or covered services. Benefits shall not be payable for a covered confinement or covered services provided more than one year before the date of our receipt of written proof of claim.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due promptly upon our acceptance of proof of a covered confinement or service. Thereafter, for the remainder of the period for which a Long Term Care Benefit is

payable, payments will be made on the Monthly Date.

PAYMENT OF CLAIMS

We will pay benefits to you. We will not honor an assignment of benefits. We will pay any benefit due upon or after the death of the Insured to the beneficiary, if living; otherwise in accordance with the terms of the Policy.

POLICY PROVISIONS

This Rider is considered to be attached to and made a part of the Policy. All provisions of the Policy will apply to this Rider unless noted herein. This Rider is non-participating.

CONFORMITY WITH STATE STATUTES

This Rider is governed by the laws of the state in which it was delivered. We amend this Rider to conform, on its effective date, to the minimum requirements of the state in which it is delivered.

TAX TREATMENT

This Rider is intended to be a federally tax-qualified long term care insurance contract under section 7702 B (b) of the Internal Revenue Code. However, we make no representations as to the actual tax status of this Rider, any benefits which may be received, or premiums paid. Neither Lafayette Life nor its representatives give legal, tax, or investment advice or interpretations of tax law. You should contact your personal legal, tax, or investment advisor for such advice.

Signed at Lafayette, Indiana on the Date of Issue.

Secretary

D. J. Vargo

President & CEO